

# Exhibit A

2  
**Noble, Rene**

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**From:** Pence, George W  
**Sent:** Thursday, November 06, 2014 12:22 PM  
**To:** Verduzco, Wendy J  
**Subject:** FW: Bunker Confirmation|OWBUC14TS0003|Global Phoenix|Portland OR|Oct 11, 2014 to Oct 14, 2014

**From:** CST - Product USWC Fuels Marketing-Confirmations  
**Sent:** Monday, October 06, 2014 12:05 PM  
**To:** Pence, George W; [HOUSTON@OWBUNKER.COM](mailto:HOUSTON@OWBUNKER.COM); SOX@chevron  
**Subject:** Bunker Confirmation|OWBUC14TS0003|Global Phoenix|Portland OR|Oct 11, 2014 to Oct 14, 2014

To: O.W. Bunker USA Inc.  
Attn: Bunker Department (Houston)

From: Chevron Marine Products Company, LLC

Date: Oct 06, 2014

Chevron Contract Number: OWBUC14TS0003 Revision Number: 0  
Trade Date: Oct 06, 2014

We accept the nomination in accordance with the following details:

Seller: Chevron Marine Products LLC  
Specs: In Accordance with ISO Specifications  
Vessel: Global Phoenix  
IMO Number: 9565053  
Port: Portland OR  
ETA: Oct 11, 2014 to Oct 14, 2014  
Buyer: O.W. Bunker USA Inc.  
Credit Terms: 30FDOD  
  
Product: RMG-380Max 3.5%Sulfur  
Quantity: 750 MT dlvd  
Price: \$619/MT

Comments:

QUANTITY RANGE 600-750MTS - TO BE DECLARED

Delivered price RMG380 ISO2005 max sulfur 3.5% plus environmental fee \$60 and if applicable boom fee \$1750.

Additional Terms:

Unless otherwise agreed to by the seller, all barging, local charges, including extra delivery charges, wharfage, local taxes or surcharges, if incurred, will be for buyers account.

Chevron Marine Products LLC Terms of Sale for Marine Fuels (Effective July, 2007) apply to this transaction a copy of which you have received. Any proposed variations to Chevron Marine Products LLC Terms of Sale for Marine Fuels (Effective July, 2007) must be agreed in writing by Chevron Marine Products LLC at the time the nomination is accepted. If you are in any doubt as to their effect or if you have mislaid them, kindly advise and a copy will be forwarded promptly. The terms of sale are published at [www.chevronmarineproducts.com/products/fuel-terms-sale.aspx](http://www.chevronmarineproducts.com/products/fuel-terms-sale.aspx).

By fulfilling this order, seller agrees that pursuant to applicable US/EU trade embargo requirements, no product delivered under this contract shall contain any component of petroleum products with origin from Iran, Syria, Sudan, Cuba or North Korea. Buyer retains right to cancel this nomination without penalty, should it learn or determine that the product to be supplied contains petroleum products of the above countries.

Chevron Marine Products LLC is MARPOL compliant to the extent that MARPOL applies to this delivery. Thank you for concluding this business with Chevron Marine Products LLC.

Best Regards,  
Chevron Marine Products LLC

**Noble, Rene**

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**From:** Verduzco, Wendy J  
**Sent:** Thursday, November 06, 2014 11:38 AM  
**To:** Verduzco, Wendy J  
**Subject:** FW: Bunker Confirmation Amended|OWBUC14TS0003|Global Phoenix|Portland OR|Oct 11, 2014 to Oct 14, 2014

Best Regards,

**Wendy Verduzco,**  
Marketing Advisor

**Chevron Supply & Trading**

Chevron Products Company  
(a division of Chevron U.S.A. Inc.)  
6001 Bollinger Canyon Road, Bldg. L-3383-B44  
San Ramon, CA 94583  
Tel 925 842 3795  
Mobile 925 980 3141  
[wendyverduzco@chevron.com](mailto:wendyverduzco@chevron.com)  
[bunkerswendy@yahoo.com](mailto:bunkerswendy@yahoo.com)

**From:** CST - Product USWC Fuels Marketing-Confirmations  
**Sent:** Wednesday, October 08, 2014 4:13 PM  
**To:** [HOUSTON@OWBUNKER.COM](mailto:HOUSTON@OWBUNKER.COM); [SOX@chevron.com](mailto:SOX@chevron.com); CST - Product USWC Fuels Marketing-Confirmations  
**Subject:** Bunker Confirmation Amended|OWBUC14TS0003|Global Phoenix|Portland OR|Oct 11, 2014 to Oct 14, 2014

To: O.W. Bunker USA Inc.  
Attn: Bunker Department (Houston)

From: Chevron Marine Products Company, LLC

Date: Oct 08, 2014

Chevron Contract Number: OWBUC14TS0003 Revision Number: 1  
Trade Date: Oct 06, 2014

\*\*\* THIS IS A MODIFICATION OF A COMMUNICATION PREVIOUSLY SENT ON \*\*\* October 06, 2014

We accept the nomination in accordance with the following details:

**Seller:** Chevron Marine Products LLC  
**Specs:** In Accordance with ISO Specifications  
**Vessel:** Global Phoenix  
**IMO Number:** 9565053  
**Port:** Portland OR

ETA: Oct 11, 2014 to Oct 14, 2014  
Buyer: O.W. Bunker USA Inc.  
Credit Terms: 30FDOD  
Product: RMG-380Max 3.5%Sulfur  
Quantity: 660 MT dlvd  
Price: \$619/MT

Comments:

\*\*\*FINAL QTY AT 660MTS\*\*\*

Delivered price RMG380 ISO2005 max sulfur 3.5% plus environmental fee \$60 and if applicable boom fee \$1750.

Additional Terms:

Unless otherwise agreed to by the seller, all barging, local charges, including extra delivery charges, wharfage, local taxes or surcharges, if incurred, will be for buyers account.

Chevron Marine Products LLC Terms of Sale for Marine Fuels (Effective July, 2007) apply to this transaction a copy of which you have received. Any proposed variations to Chevron Marine Products LLC Terms of Sale for Marine Fuels (Effective July, 2007) must be agreed in writing by Chevron Marine Products LLC at the time the nomination is accepted. If you are in any doubt as to their effect or if you have mislaid them, kindly advise and a copy will be forwarded promptly. The terms of sale are published at [www.chevronmarineproducts.com/products/fuel-terms-sale.aspx](http://www.chevronmarineproducts.com/products/fuel-terms-sale.aspx).

By fulfilling this order, seller agrees that pursuant to applicable US/EU trade embargo requirements, no product delivered under this contract shall contain any component of petroleum products with origin from Iran, Syria, Sudan, Cuba or North Korea. Buyer retains right to cancel this nomination without penalty, should it learn or determine that the product to be supplied contains petroleum products of the above countries.

Chevron Marine Products LLC is MARPOL compliant to the extent that MARPOL applies to this delivery. Thank you for concluding this business with Chevron Marine Products LLC.

Best Regards,  
Chevron Marine Products LLC

**Noble, Rene**

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**From:** Pence, George W  
**Sent:** Thursday, November 06, 2014 12:20 PM  
**To:** Verduzco, Wendy J  
**Subject:** FW: GLOBAL PHOENIX - PORTLAND(OR USA) - 11-10-2014 - Purchase Order Confirmation No. 172-13101  
**Attachments:** Purchase Order Confirmation - 172-Q0000007820.pdf

-----Original Message-----

**From:** [houston@owbunker.com](mailto:houston@owbunker.com) [<mailto:houston@owbunker.com>]  
**Sent:** Monday, October 06, 2014 1:25 PM  
**To:** Pence, George W  
**Subject:** GLOBAL PHOENIX - PORTLAND(OR USA) - 11-10-2014 - Purchase Order Confirmation No. 172-13101

Good day,

Please find enclosed your Purchase Order Confirmation as requested.

Best regards  
O.W. Bunker USA Inc.

Bunker Purchaser, North America  
Donald Morales  
Office: +1 281 946 2300  
Direct: +1 281 946 2375  
Mobile: +1 832 795 1707  
Fax: +1 281 946 2301  
Email: [domo@owbunker.com](mailto:domo@owbunker.com)  
Yahoo ID: [domo\\_owbunker](mailto:domo_owbunker)

**O.W. Bunker USA Inc.**

Chevron Marine Products LLC.  
 6001 Bollinger Canyon Road  
 Bldg. L 3rd. Floor  
 CA - 94583 San Ramon  
 United States of America  
 Mr. George Pence

2603 Augusta Drive  
 Suite 440  
 Texas 77057 Houston  
 USA  
 Phone: +1 281 946 2300  
 Fax: +1 281 946 2301  
 Internet: <http://www.owbunker.com>  
 EIN: 99-0373556  
 ING Bank N.V.

## Purchase Order Confirmation

Purchase Order No. 172-13101

We are hereby pleased to confirm our nomination as follows:

Vessel GLOBAL PHOENIX (IMO: 9565053)  
 Port PORTLAND(OR USA)  
 Delivery date Between 11. October 2014 and 14. October 2014  
 Account O.W. Bunker USA Inc.

IBAN: [REDACTED]  
 IBAN: [REDACTED]  
 SWIFT: [REDACTED]  
 IBAN: [REDACTED]  
 SWIFT: [REDACTED]

HOUSTON 6. October 2014

Quantity	Unit	Product / Quality	Curr	Price	Unit	Delivery
600,00-750,00	MT	Fueloil 380-CST 3,5%	USD	619,00	MT	Barge

Agent

Payment WITHIN 30 DAYS FROM DATE OF DELIVERY AGAINST HARD COPY INVOICE.

Remarks

Kind Regards

Donald Morales

Direct +1 281 946 2375

Mobile +1 832 795 1707

Yahoo ID domo\_owbunker

E-Mail domo@owbunker.com

Office E-Mail houston@owbunker.com

**Noble, Rene**

---

**From:** Pence, George W  
**Sent:** Thursday, November 06, 2014 12:21 PM  
**To:** Verduzco, Wendy J  
**Subject:** FW: GLOBAL PHOENIX - PORTLAND(OR USA) - 11-10-2014 - Purchase Order Confirmation No. 172-13101

-----Original Message-----

From: Pence, George W  
Sent: Wednesday, October 08, 2014 12:13 PM  
To: 'Donald Morales'  
Cc: Diana Elkrem; Pence, George W  
Subject: RE: GLOBAL PHOENIX - PORTLAND(OR USA) - 11-10-2014 - Purchase Order Confirmation No. 172-13101

Noted thanks.

George Pence,  
Marine Marketing

Chevron Marine Products LLC  
Products Supply and Trading  
6001 Bollinger Canyon Road, Bldg. L, 3rd Floor  
San Ramon, CA 94583  
Tel 925 842 3790  
Mobile 925 357 0248  
[gpls@chevron.com](mailto:gpls@chevron.com)

-----Original Message-----

From: Donald Morales [<mailto:domo@owbunker.com>]  
Sent: Wednesday, October 08, 2014 11:55 AM  
To: Pence, George W  
Cc: Diana Elkrem  
Subject: RE: GLOBAL PHOENIX - PORTLAND(OR USA) - 11-10-2014 - Purchase Order Confirmation No. 172-13101

Hello George,  
Finall qtty will be 660mts.

Best regards

Don Morales  
Bunker Purchaser, North America  
WW Trading Division  
Direct: +1 281 946 2300  
Cell: +1 832 795 1707



E-mail: [domo@owbunker.com](mailto:domo@owbunker.com)  
Yahoo ID: [domo\\_owbunker](mailto:domo_owbunker)  
O.W. Bunker USA Inc.  
2603 Augusta Drive, Suite 440  
Houston, TX-77057  
United States of America  
Office: +1 281 946 2300  
Fax: +1 281 946 2301  
Email: [Houston@owbunker.com](mailto:Houston@owbunker.com)  
Website: [www.owbunker.com](http://www.owbunker.com)

-----Original Message-----

From: Pence, George W [<mailto:GeorgePence@chevron.com>]  
Sent: 6. oktober 2014 15:28  
To: 2.OWB.US.Houston\_all  
Cc: Pence, George W  
Subject: RE: GLOBAL PHOENIX - PORTLAND(OR USA) - 11-10-2014 - Purchase Order Confirmation No. 172-13101

Please remember the Env Fee and Boom.

George Pence,  
Marine Marketing

Chevron Marine Products LLC  
Products Supply and Trading  
6001 Bollinger Canyon Road, Bldg. L, 3rd Floor San Ramon, CA 94583 Tel 925 842 3790 Mobile 925 357 0248  
[gpls@chevron.com](mailto:gpls@chevron.com)

-----Original Message-----

From: [houston@owbunker.com](mailto:houston@owbunker.com) [<mailto:houston@owbunker.com>]  
Sent: Monday, October 06, 2014 1:25 PM  
To: Pence, George W  
Subject: GLOBAL PHOENIX - PORTLAND(OR USA) - 11-10-2014 - Purchase Order Confirmation No. 172-13101

Good day,

Please find enclosed your Purchase Order Confirmation as requested.

Best regards  
O.W. Bunker USA Inc.

Bunker Purchaser, North America  
Donald Morales  
Office: +1 281 946 2300  
Direct: +1 281 946 2375  
Mobile: +1 832 795 1707  
Fax: +1 281 946 2301  
Email: [domo@owbunker.com](mailto:domo@owbunker.com)



Port/Delivery Location <b>PANAMA</b>		IMO Number of Receiving Vessel <b>9 5 6 5 0 5 3</b>	
Bunkers Delivered to M/V or S/S <b>GLOBAL PHOENIX</b>		Vessel Flag <b>PANAMA</b>	Next Port of Call <b>BRAZIL</b>
Owner/Operator or Account of <b>O.W. BUNKER USA</b>		Ship's Agent <b>WILHELMSEN</b>	Voyage Destination <b>★</b>
Loading Terminal <b>PTSI - PORTLAND, OR - USA</b>		Contracting Company <b>OLYMPIC TUG + BARGE</b>	

## Bunker Delivery Note

Product Analysis	<b>RMG 380</b>	Nomination Ref. Number	
Density @ 15°C / API 66°F	<b>0.9910</b>		
Viscosity cSt - 50°C	<b>288</b>	<b>14531169</b>	<b>OWBUC 14 TS0003</b>
Sulfur % (m/m)	<b>2.64</b>		Date of Commencement of Delivery
Water % (v/v)	<b>0.05</b>		<b>16 OCT 2014</b>
Flashpoint PM <b>X F°</b>	<b>167°</b>		

Delivery Method: <input type="checkbox"/> Shore Tank <input checked="" type="checkbox"/> Barge <input type="checkbox"/> Tank Truck <b>UTB</b>													
		Alongside Vessel		Connection Made		Started Discharging		Finished Discharging		Hoses Off		Departed	
Product	Barge Name	Hour	Date	Hour	Date	Hour	Date	Hour	Date	Hour	Date	Hour	Date
<b>RMG 380</b>	<b>INVESTIGATOR</b>	<b>1945</b>	<b>16 OCT 14</b>	<b>2035</b>	<b>16 OCT 14</b>	<b>2055</b>	<b>16 OCT 14</b>	<b>0005</b>	<b>17 OCT 14</b>	<b>0015</b>	<b>17 OCT 14</b>	<b>0330</b>	<b>17 OCT 14</b>

Shore Tank or Barge Tank	Product Name	Opening		Temp °C / °F	Closing		Temp °C / °F	Gross Barrels / Liters
		MT/FT CM/IN	Quantity		MT/FT CM/IN	Quantity		
<b>3P</b>	<b>RMG 380</b>	<b>5-7 V4</b>	<b>1453.58</b>	<b>125°</b>	<b>14-6 3/4</b>	<b>15.53</b>	<b>60°</b>	<b>4306.20</b>
<b>3S</b>	<b>1</b>	<b>5-2</b>	<b>1483.85</b>	<b>1</b>	<b>14-6 3/4</b>	<b>15.56</b>	<b>1</b>	
<b>4S</b>		<b>5-10 3/4</b>	<b>1411.63</b>		<b>14-7</b>	<b>15.53</b>		
			<b>4352.86</b>			<b>46.66</b>		

Product Description	Gross Quantity (Units)	Temp °C / °F	Temperature Correction Factor	Billing Quantities		
				Barrels / Liters Net @ 15°C / 60°F	Vol. to Weight Conversion Factor	Metric Tons Net
Fuel Oil <b>RMG 380</b>	<b>4306.20</b>	<b>125°</b>	<b>.15721</b>	<b>4199.40</b>	<b>.9752</b>	<b>660.18 met</b>
Fuel Oil . . . . . cSt						
Marine Diesel						
Gas Oil						

Samples were taken, sealed and distributed as follows:

Vessel Sample #'s **S-1193758**

Supplier Sample #'s **B1-1193757, B2-1147281**

Surveyor Sample #'s (If required) \_\_\_\_\_

Marpol Sample #'s **SM-1193810**

Others (if required) \_\_\_\_\_

The fuel oil supplied is in conformity with regulations 14 (1) or (4) (a) and regulation 18 (1) of annex VI to MARPOL 73/78

Chevron Marine Products LLC

Name, Address and Telephone of Supplier: **6001 Bollinger Cyn RD Bldg 1, 3rd Floor**  
**San Francisco, CA 94588 (925) 842-3796**

Signature of Supplier's Representative: \_\_\_\_\_

Print Name (Block Letters): **KELLY LINDBLOM**

I confirm that the above product was delivered, appropriate samples have been received and that the quantity supplied was witnessed as correct.

Signature: **Mario S. Sing**  
 (Master/Chief Engineer)

Print Name: **MARIO SING**  
 (Block Letters)

Vessel Stamp: **GLOBAL PHOENIX**  
**3 E W Z**  
**PANAMA**

Supplier's gauges and sampling witnessed by customer's representative: **Yes** Declined

Was a note of protest issued? **Yes** **No**

Remarks:

**MSDS DELIVERED TO VESSEL**

R-264 (7-10)

White copy: Original; Blue copy: Ship's; Green copy: Comptroller; Canary copy: Ops center; Pink copy: Terminal; Gold copy: Barge



HARLEY MARINE SERVICES

# NOTICE OF READINESS

Barge: Investigator Customer: Chevron

1<sup>st</sup> Call: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Contact Established: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Location at Time of NOR: Boyal

Date and Time of NOR: 10/16/14 - 0300

Port: Sum

Dock/Vessel: PT

Barge Official Number: 638965

OTB Voyage Number: 19223

Customer Voyage Number: \_\_\_\_\_

To whom it may concern,  
Please be hereby officially notified that the above specified barge arrived at the specified time, date, and port and said vessel is hereby tendered to you as being ready to commence operations.

Please acknowledge receipt by signing a copy of this letter,

Received and Accepted by Terminal or Vessel Representative:

SCOTT HANGARTNER [Signature] 10-16-14  
 Print Name Signature Date

Tug Master / Barge PIC Name:

[Signature] [Signature] 10/16/14  
 Print Name Signature Date



*\* RELEASED \**

HARLEY MARINE SERVICES

## NOTICE OF READINESS

Barge: Investigator Customer: Chevron

1<sup>st</sup> Call: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Contact Established: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Location at Time of NOR: Box 02

Date and Time of NOR: 10/16/14 - 1600

Port: Primm

Dock/Vessel: P73

Barge Official Number: 63896

OTB Voyage Number: 19223

Customer Voyage Number: \_\_\_\_\_

To whom it may concern,  
Please be hereby officially notified that the above specified barge arrived at the specified time, date, and port and said vessel is hereby tendered to you as being ready to commence operations.

Please acknowledge receipt by signing a copy of this letter,

Received and Accepted by Terminal or Vessel Representative:

Scott HANGARER [Signature] 10-16-14  
Print Name Signature Date

Tug Master / Barge PIC Name:

[Signature] [Signature] 10/16/14  
Print Name Signature Date



HARLEY MARINE SERVICES

# NOTICE OF READINESS

Barge: Investigator Customer: Chenay

1<sup>st</sup> Call: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Contact Established: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Location at Time of NOR: PORTLAND OR

Date and Time of NOR: 16 Oct 2014 ~~10:00~~ 2020

Port: PDX, BULK

Dock/Vessel: Global Phoenix

Barge Official Number: 638965

OTB Voyage Number: 19883

Customer Voyage Number: \_\_\_\_\_

To whom it may concern,  
Please be hereby officially notified that the above specified barge arrived at the specified time, date, and port and said vessel is hereby tendered to you as being ready to commence operations.

Please acknowledge receipt by signing a copy of this letter.

Received and Accepted by Terminal or Vessel Representative:

Mario S. Sing  
 Chief Engineer  
 Print Name \_\_\_\_\_ Signature [Signature] Date 16 OCT. 2014

Tug Master / Barge PIC Name:

Kelly Lindblom  
 Print Name \_\_\_\_\_ Signature [Signature] Date 16 Oct 2014

**BARGE LOG**

Company: OTB - Portland      Tug: Willamette Champion  
 Primary Tankerman: Shane Bonnin      Barge: Investigator  
 Log Date: October 16th, 2014      Job #:   
 Location:

**EVENT LOG**

Start Time	Stop Time	Job #	Remark	Coding
▼ 02:30	02:30	19223	Arrive at Load Port	
▼ 02:40	02:40	19223	All Fast at Load	
▼ 03:00	03:00	19223	NOR Tendered for Load	
▼ 03:30	03:30	19223	Boom On for Load	
▼ 03:40	03:40	19223	ESDs / HLAs Tested and Activated for Load	
▼ 03:50	03:50	19223	Barge Gauged (Start) for Load	
▼ 04:10	04:10	19223	Hose/Load Arm Connected for Load	
▼ 04:20	04:20	19223	DOI / Pre-Transfer Meeting for Load	
▼ 04:25	04:25	19223	Ready for Load	
▼ 04:30	04:30	19223	Start Load	
▼ 04:45	04:50	19223	RATE CHECK @ 370 MT PER HR- 0 PSI- OK	
▼ 05:15	05:20	19223	RATE CHECK @ 370 MT PER HR- 0 PSI- OK	
▼ 05:45	05:50	19223	RATE CHECK @ 370 MT PER HR- 0 PSI- OK	
▼ 06:20	06:20	19223	Finish Load	
▼ 06:22	06:22	19223	Barge Gauged (Finish) for Load	
▼ 06:30	06:30	19223	Hose/Load Arm Disconnected for Load	
▼ 06:40	06:40	19223	Boom Off for Load	
▼ 06:40	06:40	19223	All Secure Load	
▼ 06:45	06:45	19223	Depart Dock, Completed Load	
▼ 07:00	07:00	19223	Tankerman Depart from Load	

**PRODUCT INFO**

Product	Gross	Net	Start	Stop	Start	Stop	Start	Finish	Hose	Pump	RPM	PSI	Rate
---------	-------	-----	-------	------	-------	------	-------	--------	------	------	-----	-----	------

**CREW**

Name	Position	Start Time	Stop Time	Hours
Shane Bonnin	OTB Tankerman Regular	03:00	07:00	0

**DEPARTURE INFO**

Cargo Hose off @:	00:00	Secure @:	00:00	Sailed @:	00:00
Draft Fwd.:		Draft Aft.:		Tkrmn Depart @:	00:00

**FUEL TRANSFERS & PURCHASES**

Type	Fuel/Lube	Vessel From	Vessel To	Gallons	PO #
------	-----------	-------------	-----------	---------	------


  
SIGNATURE OF PERSON RESPONSIBLE FOR LOG

**BARGE LOG**

Company: OTB - Portland      Tug: Willamette Champion  
 Primary Tankerman: Kelly Lindblom      Barge: Investigator  
 Log Date: October 16th, 2014      Job #:   
 Location:

**EVENT LOG**

	Start Time	Stop Time	Job #	Remark	Coding
▼	19:45	19:45	19223	Arrive at Discharge Port	
▼	19:55	19:55	19223	All Fast at Discharge	
▼	20:00	20:00	19223	Tankerman Arrive on Barge for Discharge	
▼	20:05	20:05	19223	ESDs / HLAs Tested and Activated for Discharge	
▼	20:15	20:15	19223	Barge Gauged (Start) for Discharge	
▼	20:20	20:20	19223	NOR Tendered for Discharge	
▼	20:30	20:30	19223	DOI / Pre-Transfer Meeting for Discharge	
▼	20:35	20:35	19223	Hose/Load Arm Connected for Discharge	
▼	20:50	20:50	19223	Ready for Discharge	
▼	20:55	20:55	19223	Start Discharge	
▼	21:05	21:10	19223	rate check 230 m/t 30 psi-ok	
▼	21:25	21:30	19223	rate check 250 m/t 35-psi-ok	
▼	21:55	22:00	19223	rate check 250 m/t 35-psi-ok	
▼	22:25	22:30	19223	rate check 250 m/t 35-psi-ok	
▼	22:55	23:00	19223	rate check 250 m/t 35-psi-ok	
▼	23:25	23:30	19223	rate check 250 m/t 35 psi-ok	
▼	23:59	23:59	19223	discharging rmg380 to global phoenix	

**PRODUCT INFO**

Product	Gross	Net	Start	Stop	Start	Stop	Start	Finish	Hose	Pump	RPM	PSI	Rate
---------	-------	-----	-------	------	-------	------	-------	--------	------	------	-----	-----	------

**CREW**

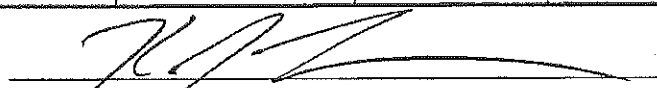
Name	Position	Start Time	Stop Time	Hours
Kelly Lindblom	OTB AB Deck Tankerman Regular	20:00	23:59	0

**DEPARTURE INFO**

Cargo Hose off @:	00:00	Secure @:	00:00	Sailed @:	00:00
Draft Fwd.:		Draft Aft.:		Tkman Depart @:	00:00

**FUEL TRANSFERS & PURCHASES**

Type	Fuel/Lube	Vessel From	Vessel To	Gallons	PO #
------	-----------	-------------	-----------	---------	------

  
 SIGNATURE OF PERSON RESPONSIBLE FOR LOG



**BARGE LOG**

Company: OTB - Portland  
 Primary Tankerman: Kelly Lindblom  
 Log Date: October 17th, 2014  
 Location:

Tug: Willamette Champion  
 Barge: Investigator  
 Job #:

**EVENT LOG**

	Start Time	Stop Time	Job #	Remark	Coding
▼	00:05	00:05	19223	Finish Discharge	
▼	00:10	00:10	19223	Barge Gauged (Finish) for Discharge	
▼	00:15	00:15	19223	Hose/Load Arm Disconnected for Discharge	
▼	00:20	00:20	19223	Paperwork Signed for Discharge	
▼	00:25	00:25	19223	All Secure Discharge	
▼	00:30	00:30	19223	Tankerman Depart from Discharge	
▼	00:30	00:30	19223	Depart Dock, Completed Discharge	

**PRODUCT INFO**

Product	Gross	Net	Start	Stop	Start	Stop	Start	Finish	Hose	Pump	RPM	PSI	Rate
---------	-------	-----	-------	------	-------	------	-------	--------	------	------	-----	-----	------

**CREW**

Name	Position	Start Time	Stop Time	Hours
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**DEPARTURE INFO**

Cargo Hose off @:	00:00	Secure @:	00:00	Sailed @:	00:00
Draft Fwd.:		Draft Aft.:		Tkman Depart @:	00:00

**FUEL TRANSFERS & PURCHASES**

Type	Fuel/Lube	Vessel From	Vessel To	Gallons	PO #
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 SIGNATURE OF PERSON RESPONSIBLE FOR LOG



**BILL OF LADING AND  
REPORT OF BARGE LOADING OR DISCHARGE**

FORM NO. 10-005 (8/04)

DELIVERED TO AT <u>Global Plastics</u>		RECEIVED FROM <u>Investigator</u>	
ARRIVED ALONG SIDE <u>1945</u>		STARTED <u>2055</u>	
DATE <u>10/16/14</u>		DATE <u>10/16/14</u>	
FINISHED <u>0005</u>		DEPARTED <u>0030</u>	
DATE <u>10/17/14</u>		DATE <u>10/17/14</u>	
BEFORE DRAFT FWD <u>105-06</u>		AFT <u>07-00</u>	
AFTER DRAFT FWD <u>03-06</u>		AFT <u>04-00</u>	

DATE <u>10/16/14</u>
COMPANY <u>OT&amp;B Inc</u>
BARGE <u>Investigator</u>
UNIT NO.

VOYAGE NO. <u>19223</u>
NOTE: Water Column for water hatch reading unless noted by *.

TANK NO.	PRODUCT	BEFORE		<input checked="" type="checkbox"/> DISCHARGE <input type="checkbox"/> LOADING				AFTER		<input checked="" type="checkbox"/> DISCHARGE <input type="checkbox"/> LOADING			
		FEET	INCHES	OF	WATER INCHES	<input checked="" type="checkbox"/> BBLs <input type="checkbox"/> GALS	NET <input type="checkbox"/> BBLs <input type="checkbox"/> GALS	FEET	INCHES	OF	WATER INCHES	<input checked="" type="checkbox"/> BBLs <input type="checkbox"/> GALS	NET <input type="checkbox"/> BBLs <input type="checkbox"/> GALS
3P	PA6-380	5	7 1/4	125		1453.88		14	6 3/4	11		15.53	
3S		5	5			1487.35		14	6 3/4	8		15.54	
4S		5	10 3/4	8		1411.63		14	7			15.57	
						4352.86	TDV					46.66	1103
												= 4306.20	TDV
												X 1975.2	T-8B
												= 4199.40	TDV
												X 1578.1	T-13
												= 660.18	TDV

## SUMMARY OF PRODUCTS

☒ DISCHARGED☐ LOADED

PRODUCT	A.P.I. GRAVITY	FLASH	VISCOSITY	B.S. & W.	GROSS BBLs	GALS	NET @ 60°F BBLs	GALS	THE AREA BELOW IS FOR OFFICE USE ONLY.
PA6-380	11.3	167	288	0.05	4306.2		4199.40		

## BILL OF LADING

RECEIVED from the shipper named above, the cargo described above, in apparent good order and condition, unless otherwise indicated in this bill of lading, to be transported subject to all the terms of this bill of lading and applicable tariffs, with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge, or so near thereunto as the vessel can safely get and leave, always afloat at all stages and conditions of water and weather.

It is agreed that the custody and carriage of the cargo are subject to the

following terms on the face and back hereof which shall govern the relations, whatsoever they may be, between the shipper, consignee, and the carrier, master and vessel in every contingency whatsoever and whenever occurring, and also in the event of deviation, or of unseaworthiness of the vessel at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the carrier unless by express waiver signed by a duly authorized agent of the carrier.

☐ DELIVERED ☒ RECEIVED AS PER ABOVE READINGS

BY [Signature]  
SHIPPER'S/CONSIGNEE'S REPRESENTATIVE

☒ DELIVERED ☐ RECEIVED AS PER ABOVE READINGS

BY [Signature]  
CARRIER'S REPRESENTATIVE

**BILL OF LADING AND  
REPORT OF BARGE LOADING OR DISCHARGE**  
FORM NO. 10-005 (8/04)

DELIVERED TO <i>Investigator</i>		RECEIVED FROM <i>PS</i>	
AT <i>Box 02</i>			
ARRIVED ALONG SIDE ▶ <i>0830</i>	DATE <i>10/16/14</i>	STARTED ▶ <i>0430</i>	DATE <i>10/16/14</i>
FINISHED ▶ <i>0600</i>	DATE <i>10/16/14</i>	DEPARTED ▶ <i>0645</i>	DATE <i>10/16/14</i>
BEFORE DRAFT FWD <i>0306</i>		AFT. <i>0400</i>	
AFTER DRAFT FWD <i>0506</i>		AFT. <i>0700</i>	

DATE *10/16/14*  
 COMPANY *OT&B Box*  
 BARGE *Investigator*  
 VOYAGE NO. *19225*  
 UNIT NO. \_\_\_\_\_  
 NOTE: Water Column for water hatch reading unless noted by \*.

TANK NO.	PRODUCT	BEFORE				<input type="checkbox"/> DISCHARGE <input checked="" type="checkbox"/> LOADING				AFTER				<input type="checkbox"/> DISCHARGE <input checked="" type="checkbox"/> LOADING			
		FEET	INCHES	OF	WATER INCHES	GROSS BBLs	GALS	NET BBLs	GALS	FEET	INCHES	OF	WATER INCHES	GROSS BBLs	GALS	NET BBLs	GALS
3P	RMG-380	14	6 3/4	68		15.53				5	6	120.8		1470.68			
3S		14	6 3/4			15.56				5	5 3/4			1477.25			
4S		14	7			15.57				5	10 1/4			1418.35			
						46.66	1608							4366.88		101	
														4319.62		601	
														9723		T-6B	
														4199.96		651	
														15787		T-13	
														660.27		111	

SUMMARY OF PRODUCTS										<input type="checkbox"/> DISCHARGED <input checked="" type="checkbox"/> LOADED
PRODUCT	A.P.I. GRAVITY	FLASH	VISCOSITY	6 S & W	GROSS BBLs	GALS	NET @ 60°F BBLs	GALS	THE AREA BELOW IS FOR OFFICE USE ONLY.	
RMG-380	11.3	167	288	0.05	4319.62		4199.96			

**BILL OF LADING**

RECEIVED from the shipper named above, the cargo described above, in apparent good order and condition, unless otherwise indicated in this bill of lading, to be transported subject to all the terms of this bill of lading and applicable tariffs, with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge, or so near thereunto as the vessel can safely get and leave, always afloat at all stages and conditions of water and weather.

It is agreed that the custody and carriage of the cargo are subject to the

following terms on the face and back hereof which shall govern the relations, whatsoever they may be, between the shipper, consignee, and the carrier, master and vessel in every contingency whatsoever and whensoever occurring, and also in the event of deviation, or of unseaworthiness of the vessel at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the carrier unless by express waiver signed by a duly authorized agent of the carrier.

☒ DELIVERED ☐ RECEIVED AS PER ABOVE READINGS  
 BY \_\_\_\_\_  
 SHIPPER'S/CONSIGNEE'S REPRESENTATIVE  
 CARRIER'S REPRESENTATIVE

☐ DELIVERED ☒ RECEIVED AS PER ABOVE READINGS  
 BY \_\_\_\_\_  
 CARRIER'S REPRESENTATIVE

3  
**Noble, Rene**

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**From:** Verduzco, Wendy J  
**Sent:** Thursday, November 06, 2014 11:34 AM  
**To:** Verduzco, Wendy J  
**Subject:** FW: Bunker Confirmation|OWBUC14TS0004|Cmb Giulia|Portland OR|Oct 17, 2014 to Oct 20, 2014

Best Regards,

**Wendy Verduzco,**  
Marketing Advisor

**Chevron Supply & Trading**

Chevron Products Company  
(a division of Chevron U.S.A. Inc.)  
6001 Bollinger Canyon Road, Bldg. L-3383-B44  
San Ramon, CA 94583  
Tel 925 842 3795  
Mobile 925 980 3141  
[wendyverduzco@chevron.com](mailto:wendyverduzco@chevron.com)  
[bunkerswendy@yahoo.com](mailto:bunkerswendy@yahoo.com)

**From:** CST - Product USWC Fuels Marketing-Confirmations  
**Sent:** Tuesday, October 14, 2014 11:35 AM  
**To:** [HOUSTON@OWBUNKER.COM](mailto:HOUSTON@OWBUNKER.COM); [SOX@chevron.com](mailto:SOX@chevron.com); CST - Product USWC Fuels Marketing-Confirmations  
**Subject:** Bunker Confirmation|OWBUC14TS0004|Cmb Giulia|Portland OR|Oct 17, 2014 to Oct 20, 2014

To: O.W. Bunker USA Inc.  
Attn: Bunker Department (Houston)

From: Chevron Marine Products Company, LLC

Date: Oct 14, 2014

Chevron Contract Number: OWBUC14TS0004 Revision Number: 0  
Trade Date: Oct 14, 2014

We accept the nomination in accordance with the following details:

**Seller:** Chevron Marine Products LLC  
**Specs:** In Accordance with ISO Specifications  
**Vessel:** Cmb Giulia  
**IMO Number:** 9588419  
**Port:** Portland OR  
**ETA:** Oct 17, 2014 to Oct 20, 2014  
**Buyer:** O.W. Bunker USA Inc.  
**Credit Terms:** 30FDOD

Product: IF-380Max 1%Sulfur  
Quantity: 100 MT dlvd  
Price: \$800.00/MT

Product: RMG-380Max 3.5%Sulfur  
Quantity: 464 MT dlvd  
Price: \$614/MT

Comments:

RMG380 ISO2005 max sulfur 3.5% and max 1% plus environmental fee \$60 and if applicable boom fee \$1750. This product meets a 1% sulfur specification. It is not intended for use as ECA Marine Fuel per 40 CFR § 80.511(b)(9).

Additional Terms:

Unless otherwise agreed to by the seller, all barging, local charges, including extra delivery charges, wharfage, local taxes or surcharges, if incurred, will be for buyers account.

Chevron Marine Products LLC Terms of Sale for Marine Fuels (Effective July, 2007) apply to this transaction a copy of which you have received. Any proposed variations to Chevron Marine Products LLC Terms of Sale for Marine Fuels (Effective July, 2007) must be agreed in writing by Chevron Marine Products LLC at the time the nomination is accepted. If you are in any doubt as to their effect or if you have mislaid them, kindly advise and a copy will be forwarded promptly. The terms of sale are published at [www.chevronmarineproducts.com/products/fuel-terms-sale.aspx](http://www.chevronmarineproducts.com/products/fuel-terms-sale.aspx).

By fulfilling this order, seller agrees that pursuant to applicable US/EU trade embargo requirements, no product delivered under this contract shall contain any component of petroleum products with origin from Iran, Syria, Sudan, Cuba or North Korea. Buyer retains right to cancel this nomination without penalty, should it learn or determine that the product to be supplied contains petroleum products of the above countries.

Chevron Marine Products LLC is MARPOL compliant to the extent that MARPOL applies to this delivery. Thank you for concluding this business with Chevron Marine Products LLC.

Best Regards,  
Chevron Marine Products LLC

**Noble, Rene**

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**From:** Verduzco, Wendy J  
**Sent:** Thursday, November 06, 2014 12:16 PM  
**To:** Verduzco, Wendy J  
**Subject:** FW: CMB GIULIA - PORTLAND(OR USA) - 17-10-2014 - Purchase Order Confirmation No. 172-13146  
**Attachments:** Purchase Order Confirmation - 172-Q0000007902.pdf

Best Regards,

Wendy Verduzco,  
Marketing Advisor

Chevron Supply & Trading  
Chevron Products Company  
(a division of Chevron U.S.A. Inc.)  
6001 Bollinger Canyon Road, Bldg. L-3383-B44  
San Ramon, CA 94583  
Tel 925 842 3795  
Mobile 925 980 3141  
[wendyverduzco@chevron.com](mailto:wendyverduzco@chevron.com)  
[bunkerswendy@yahoo.com](mailto:bunkerswendy@yahoo.com)

-----Original Message-----

**From:** [houston@owbunker.com](mailto:houston@owbunker.com) [<mailto:houston@owbunker.com>]  
**Sent:** Tuesday, October 14, 2014 8:05 AM  
**To:** Verduzco, Wendy J  
**Subject:** CMB GIULIA - PORTLAND(OR USA) - 17-10-2014 - Purchase Order Confirmation No. 172-13146

Good day,

Please find enclosed your Purchase Order Confirmation as requested.

Best regards  
O.W. Bunker USA Inc.

Bunker Purchaser, North America  
Donald Morales  
Office: +1 281 946 2300  
Direct: +1 281 946 2375  
Mobile: +1 832 795 1707  
Fax: +1 281 946 2301  
Email: [domo@owbunker.com](mailto:domo@owbunker.com)  
Yahoo ID: [domo\\_owbunker](mailto:domo_owbunker)

**O.W. Bunker USA Inc.**

Chevron Marine Products LLC.  
6001 Bollinger Canyon Road  
Bldg. L 3rd. Floor  
CA - 94583 San Ramon  
United States of America  
Wendy Verduzco

2603 Augusta Drive  
Suite 440  
Texas 77057 Houston  
USA  
Phone: +1 281 946 2300  
Fax: +1 281 946 2301  
Internet: <http://www.owbunker.com>  
EIN: 99-0373556  
ING Bank N.V.  
IBAN: [REDACTED]  
IBAN: [REDACTED]  
SWIFT: [REDACTED]  
IBAN: [REDACTED]  
SWIFT: [REDACTED]

## Purchase Order Confirmation

**Purchase Order No.** 172-13146

We are hereby pleased to confirm our nomination as follows:

**Vessel** CMB GIULIA (IMO: 9588419)  
**Port** PORTLAND(OR USA)  
**Delivery date** Between 17. October 2014 and 20. October 2014  
**Account** O.W. Bunker USA Inc.

HOUSTON 14. October 2014

Quantity	Unit	Product / Quality	Curr	Price	Unit	Delivery
464,00	MT	Fueloil 380-CST 3,5%	USD	614,00	MT	Barge
100,00	MT	380-CST 1%	USD	800,00	MT	Barge

**Agent** WILHELMSEN

**Payment** WITHIN 30 DAYS FROM DATE OF DELIVERY AGAINST HARD COPY INVOICE.

**Remarks** environmental fee \$60 and if applicable boom fee \$1750

ISO 8217 2010 (E) RMG 380 3.5%  
ISO 8217 2010 (E) RMG 380 1.0%

**Kind Regards**

**Donald Morales**

**Direct** +1 281 946 2375

**Mobile** +1 832 795 1707

**Yahoo ID** domo\_owbunker

**E-Mail** domo@owbunker.com

**Office E-Mail** houston@owbunker.com

**O.W. Bunker USA Inc.**



**SELLER ENSURES:**

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Supply and Documentation in full accordance as per Marpol 73/78 Annex VI.

To provide and retain min 2 (two) reference samples: Jointly drawn, witnessed, sealed and counter-signed by vessels representative. Samples shall be drawn closest to receiving vessels manifold, mutually agreed upon. Samples drawn ex installation or beyond buyers control are not legally binding in case of a dispute.

That the product to be supplied for use as marine bunkers to be mineral oil product derived from petroleum crude oil, no coal derived products allowed. Product must be of stable and homogenous nature, and must not contain: Contaminations, chemical waste, lubricants, abrasive materials, hydrocarbons, tar oil, inorganic acid substances, polystyrene, polypropylene, no blending components derived from coal and shale distillations processes, nor any non fuel components, or substances detrimental to the vessel and/or her engine equipment and/or her crew.

That the proper MSDS documentation is available on request and under all circumstances will be handed over by barge to receiving vessel.

Please forward invoice and delivery receipts duly signed and stamped by relevant vessels master/chief engineer right after completion of bunkering. Our accounting needs about 15 days to process payments. For any delayed payments due to late receipt of documents we will reject any responsibility.

THUS: We may not warrant payment in due time unless we received the respective invoice/documents at least 15 days prior to due date.

Should you have any problems, discrepancies or questions in regard to this delivery, or should you foresee any problems in the supply or any delays, we kindly ask you to keep us fully informed, enabling us to inform clients for the sake of good order. We are contactable 24 hours a day on above mobile numbers.





Port/Delivery Location <b>Port of Los Angeles</b>		IMO Number of Receiving Vessel <b>9588419</b>	
Bunkers Delivered to (M/V or S/S) <b>CMB GIULIA</b>		Vessel Flag <b>Hong Kong</b>	Next Port of Call <b>South Korea</b>
Owner/Operator or Account of <b>O.W. Bunker USA INC.</b>		Ship's Agent	Voyage Destination
Loading Terminal <b>PTSE-Portland, OR - USA</b>		Contracting Company <b>Olympic Tank &amp; Barge</b>	

## Bunker Delivery Note

Product Analysis	Product	Quantity	Nomination Ref. Number
Density @ 15°C / API 660F	<b>RMG 380</b>	<b>IF 380 1%</b>	<b>OWBUC14T50004</b>
Viscosity cSt - 50°C	<b>0.9902</b>	<b>0.9898</b>	
Sulfur % (m/m)	<b>246.4</b>	<b>193.6</b>	
Water % (v/v)	<b>2.39%</b>	<b>0.887</b>	
Flashpoint PMCC	<b>0.00%</b>	<b>0.05%</b>	
	<b>174°</b>	<b>230°</b>	<b>14531275</b>
			<b>10/20/14</b>

Delivery Method: <input type="checkbox"/> Shore Tank <input checked="" type="checkbox"/> Barge <input type="checkbox"/> Tank Truck <b>Olympic Tank &amp; Barge</b>													
		Alongside Vessel		Connection Made		Started Discharging		Finished Discharging		Hoses Off		Departed	
Product	Barge Name	Hour	Date	Hour	Date	Hour	Date	Hour	Date	Hour	Date	Hour	Date
<b>IF 380 1%</b>	<b>Investigator</b>	<b>0715</b>	<b>10-20</b>	<b>0830</b>	<b>10-20</b>	<b>0840</b>	<b>10-20</b>	<b>0910</b>	<b>10-20</b>	<b>1250</b>	<b>10-20</b>	<b>1300</b>	<b>10-20</b>
<b>RMG 380</b>	<b>Investigator</b>	<b>0715</b>	<b>10-20</b>	<b>0830</b>	<b>10-20</b>	<b>0840</b>	<b>10-20</b>	<b>0910</b>	<b>10-20</b>	<b>1250</b>	<b>10-20</b>	<b>1300</b>	<b>10-20</b>

Shore Tank or Barge Tank	Product Name	Opening		Temp °C / °F	Closing		Temp °C / °F	Gross Barrels / Liters
		MT/FT CM/IN	Quantity		MT/FT CM/IN	Quantity		
<b>2P</b>	<b>IF 380 1%</b>	<b>10 5/4"</b>	<b>10 5/4"</b>	<b>127°</b>	<b>14 6 3/8"</b>	<b>15.48</b>	<b>60°</b>	<b>653.98</b>
<b>3P</b>	<b>RMG 380</b>	<b>5 8 1/4"</b>	<b>1440.44</b>	<b>135°</b>	<b>14 6 3/4"</b>	<b>15.53</b>	<b>60°</b>	<b>3044.87</b>
<b>3S</b>	<b>RMG 380</b>	<b>4 6"</b>	<b>1635.52</b>	<b>135°</b>	<b>14 6 3/4"</b>	<b>15.36</b>	<b>60°</b>	<b>3044.87</b>

Product Description	Gross Quantity (Units)	Temp °C / °F	Temperature Correction Factor	Billing Quantities		
				Barrels / Liters Net @ 15°C / 60°F	Vol. to Weight Conversion Factor	Metric Tons Net
<b>Fuel Oil 380 1% ... cSt</b>	<b>653.98</b>	<b>127°</b>	<b>.9744</b>	<b>637.23</b>	<b>1.5710</b>	<b>100.11</b>
<b>RMG 380 cSt</b>	<b>3044.87</b>	<b>135°</b>	<b>.9713</b>	<b>2957.48</b>	<b>1.5721</b>	<b>464.94</b>
Marine Diesel						
Gas Oil						

Samples were taken, sealed and distributed as follows:

Vessel Sample #'s **1155411-S, 1155412-S**

Supplier Sample #'s **1155586-B, 1155587-B, 1155588-B, 1155589-B**

Surveyor Sample #'s (if required) \_\_\_\_\_

Marpol Sample #'s **1155353-S, 1155400-S**

Others (if required) \_\_\_\_\_

The fuel oil supplied is in conformity with regulations 14 (1) or (4) (a) and regulation 18 (1) of annex VI to MARPOL 73/78

Name, Address and Telephone of Supplier: **Chevron Marine Products LLC**

Signature of Supplier's Representative: **BOOT Bollinger Cyn RD Bldg 1, 3rd Floor**

Print Name (Block Letters): **San Ramon, CA 94583 (925) 842-3796**

I confirm that the above product was delivered, appropriate samples have been received and that the quantity supplied was witnessed as correct.

Signature: **[Signature]**  
(Master/Chief Engineer)Print Name: **JUSTIN L. ANDERSON**  
(Block Letters)Vessel Stamp: **IV. CMB GIULIA**

**HONG KONG**

**VRJ04**

**HK-3316**

**9588419**

**22137**

**11328**

**6480 KW**

Supplier's gauges and sampling witnessed by customer's representative: **Yes** DeclinedWas a note of protest issued? **Yes** / **No**

Remarks:

**MSDS Delivered to vessel**

"This product meets a 1% sulfur specification. It is not intended for use as ECA Marine Fuel per 40 CFR § 80.511(b)(9)"



**BARGE LOG**

Company: OTB - Portland      Tug: Lissy II  
 Primary Tankerman: Shane Bonnin      Barge: Investigator  
 Log Date: October 20th, 2014      Job #:   
 Location:

**EVENT LOG**

	Start Time	Stop Time	Job #	Remark	Coding
▼	02:00	02:00	19241	Arrive at Load Port	
▼	02:10	02:10	19241	All Fast at Load	
▼	02:10	02:10	19241	Tankerman Arrive on Barge for Load	
▼	02:15	02:15	19241	Boom On for Load	
▼	02:20	02:20	19241	ESDs / HLAs Tested and Activated for Load	
▼	02:30	02:30	19241	NOR Tendered for Load	
▼	02:30	02:30	19241	Barge Gauged (Start) for Load	
▼	02:45	02:45	19241	Hose/Load Arm Connected for Load	
▼	03:00	03:00	19241	DOI / Pre-Transfer Meeting for Load	
▼	03:04	03:04	19241	Ready for Load	
▼	03:05	03:05	19241	START LOADING (RMG-380)	
▼	03:20	03:25	19241	RATE CHECK @ 370 MT PER HR- 0 PSI- OK	
▼	03:50	03:55	19241	RATE CHECK @ 370 MT PER HR- 0 PSI- OK	
▼	04:20	04:20	19241	FINISH LOADING (RMG-380)	
▼	04:22	04:33	19241	DRAINED HOSE AND PIPELINE INTO #4P, FLUSHED BOTH INTO #1S, THEN PROCEEDED TO LOAD 1% INTO #2P	
▼	04:35	04:35	19241	START LOADING (IF-380 1%)	
▼	04:40	04:45	19241	RATE CHECK @ 180 MT PER HR- 0 PSI- OK	
▼	04:55	04:55	19241	PRIMED BOTH PUMPS WITH 1%	
▼	05:08	05:08	19241	FINISH LOADING (IF-380 1%)	
▼	05:10	05:10	19241	Barge Gauged (Finish) for Load	
▼	05:30	05:30	19241	Hose/Load Arm Disconnected for Load	
▼	06:00	06:00	19241	Boom Off for Load	
▼	06:00	06:00	19241	All Secure Load	
▼	06:00	06:00	19241	Tankerman Depart from Load	
▼	06:15	06:15	19241	Depart Dock, Completed Load	

**PRODUCT INFO**

Product	Gross	Net	Start	Stop	Start	Stop	Start	Finish	Hose	Pump	RPM	PSI	Rate
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**CREW**

Name	Position	Start Time	Stop Time	Hours
Shane Bonnin	OTB Tankerman Regular	02:00	06:00	0

**DEPARTURE INFO**

Cargo Hose off @:	00:00	Secure @:	00:00	Sailed @:	00:00
Draft Fwd.:		Draft Aft.:		Tkman Depart @:	00:00

**FUEL TRANSFERS & PURCHASES**

Type	Fuel/Lube	Vessel From	Vessel To	Gallons	PO #
------	-----------	-------------	-----------	---------	------


  
SIGNATURE OF PERSON RESPONSIBLE FOR LOG

**BARGE LOG**

Company: OTB - Portland      Tug: Willamette Champion  
 Primary Tankerman: Shane Bonnin      Barge: Investigator  
 Log Date: October 20th, 2014      Job #:  
 Location:

**EVENT LOG**

	Start Time	Stop Time	Job #	Remark	Coding
▼	07:15	07:15	19241	NOR Tendered for Discharge	
▼	07:15	07:15	19241	Arrive at Discharge Port	
▼	07:30	07:30	19241	All Fast at Discharge	
▼	07:50	07:50	19241	Gangway On for Discharge	
▼	08:20	08:20	19241	Hose/Load Arm Connected for Discharge	
▼	08:30	08:30	19241	DOI / Pre-Transfer Meeting for Discharge	
▼	08:32	08:37	19241	C/E- SHIP'S GUAGER ONBOARD FOR BARGE SOUNDINGS	
▼	08:38	08:38	19241	Ready for Discharge	
▼	08:40	08:40	19241	START DISCHARGING (IF-380 1%)	
▼	08:50	08:55	19241	RATE CHECK @ 200 MT PER HR- 50 PSI- OK	
▼	09:10	09:10	19241	FINISH DISCHARGING (IF-380 1%)	
▼	09:11	09:25	19241	STANDBY FOR VESSEL TO GUAGE AND SWITCH PRODUCTS	
▼	09:25	09:26	19241	START DISCHARGING (RMG-380)	
▼	09:35	09:40	19241	RATE CHECK @ 25 MT PER HR- 55 PSI- INCREASE	
▼	09:41	09:46	19241	RATE CHECK @ 180 MT PER HR- 55 PSI- OK	
▼	10:15	10:20	19241	RATE CHECK @ 180 MT PER HR- 55 PSI- OK	
▼	10:45	10:50	19241	RATE CHECK @ 180 MT PER HR- 55 PSI- OK	
▼	11:15	11:20	19241	RATE CHECK @ 180 MT PER HR- 55 PSI- OK	
▼	11:45	11:50	19241	RATE CHECK @ 180 MT PER HR- 55 PSI- OK	
▼	12:20	12:20	19241	FINISH DISCHARGING (RMG-380)	
▼	12:22	12:22	19241	Barge Gauged (Finish) for Discharge	
▼	12:45	12:45	19241	Paperwork Signed for Discharge	
▼	12:50	12:50	19241	Hose/Load Arm Disconnected for Discharge	
▼	12:55	12:55	19241	Gangway Off for Discharge	
▼	12:55	12:55	19241	All Secure Discharge	
▼	13:00	13:00	19241	Tankerman Depart from Discharge	
▼	13:00	13:00	19241	Depart Dock, Completed Discharge	

**PRODUCT INFO**

Product	Gross	Net	Start	Stop	Start	Stop	Start	Finish	Hose	Pump	RPM	PSI	Rate
---------	-------	-----	-------	------	-------	------	-------	--------	------	------	-----	-----	------

**CREW**

Name	Position	Start Time	Stop Time	Hours
Shane Bonnin	OTB Tankerman Regular	07:30	13:00	0

**DEPARTURE INFO**

Cargo Hose off @:	00:00	Secure @:	00:00	Sailed @:	00:00
Draft Fwd.:		Draft Aft.:		Tkrmn Depart @:	00:00

**FUEL TRANSFERS & PURCHASES**

Type	Fuel/Lube	Vessel From	Vessel To	Gallons	PO #
------	-----------	-------------	-----------	---------	------


 SIGNATURE OF PERSON RESPONSIBLE FOR LOG



\*RELEASED\*

HARLEY MARINE SERVICES

# NOTICE OF READINESS

Barge: Investigator Customer: Charran

1<sup>st</sup> Call: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Contact Established: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Location at Time of NOR: Box 02

Date and Time of NOR: 10/20/14-0600

Port: Panama

Dock/Vessel: PTB

Barge Official Number: 638965

OTB Voyage Number: 19241

Customer Voyage Number: \_\_\_\_\_

To whom it may concern,  
Please be hereby officially notified that the above specified barge arrived at the specified time, date, and port and said vessel is hereby tendered to you, as being ready to commence operations.

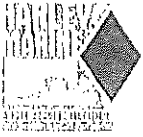
Please acknowledge receipt by signing a copy of this letter,

Received and Accepted by Terminal or Vessel Representative:

Gordon Overbeight [Signature] 10/20/14  
Print Name Signature Date

Tug Master / Barge PIC Name:

Steve Bonnin [Signature] 10/20/14  
Print Name Signature Date



HARLEY MARINE SERVICES

# NOTICE OF READINESS

Barge: Investigator Customer: Cherran

1<sup>st</sup> Call: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Contact Established: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Location at Time of NOR: Box 02

Date and Time of NOR: 10/20/14 0715

Port: Box Bulk

Dock/Vessel: CMB Gullia

Barge Official Number: 638965

OTB Voyage Number: 19241

Customer Voyage Number: \_\_\_\_\_

To whom it may concern,  
Please be hereby officially notified that the above specified barge arrived at the specified time, date, and port and said vessel is hereby tendered to you as being ready to commence operations.  
Please acknowledge receipt by signing a copy of this letter,

Received and Accepted by Terminal or Vessel Representative:

RUSTIE ACOSTA Rustie Acosta 20 Oct. 14  
Print Name Signature Date

Tug Master / Barge PIC Name:

Shane Bonin [Signature] 10/20/14  
Print Name Signature Date



HARLEY MARINE SERVICES

# NOTICE OF READINESS

Barge: Investigator Customer: Chevron

1<sup>st</sup> Call: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Contact Established: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Location at Time of NOR: Box, al.

Date and Time of NOR: 10/20/14-0230

Port: Parman

Dock/Vessel: PTS

Barge Official Number: 638965

OTB Voyage Number: 19241

Customer Voyage Number: \_\_\_\_\_

To whom it may concern,  
Please be hereby officially notified that the above specified barge arrived at the specified time, date, and port and said vessel is hereby tendered to you as being ready to commence operations.

Please acknowledge receipt by signing a copy of this letter,

Received and Accepted by Terminal or Vessel Representative:

f Gordon Overbaugh f [Signature] f 10/20/14  
Print Name Signature Date

Tug Master / Barge PIC Name:

Shane Bannin [Signature] 10/20/14  
Print Name Signature Date

**BILL OF LADING AND  
REPORT OF BARGE LOADING OR DISCHARGE**  
 FORM NO. 10-005 (8/84)

DELIVERED TO <i>Investigator</i>		RECEIVED FROM <i>PLS</i>	
AT <i>10/20/14</i>		DATE <i>10/20/14</i>	
ARRIVED ALONG SIDE HOUR <i>0800</i>	DATE <i>10/20/14</i>	STARTED HOUR <i>0805</i>	DATE <i>10/20/14</i>
FINISHED HOUR <i>0808</i>	DATE <i>10/20/14</i>	DEPARTED HOUR <i>0815</i>	DATE <i>10/20/14</i>
BEFORE DRAFT FWD <i>0306</i>		AFT. <i>0400</i>	
AFTER DRAFT FWD <i>0409</i>		AFT. <i>0609</i>	

DATE *10/20/14*  
 COMPANY  
*OTBB Box*  
 BARGE  
*Investigator*  
 UNIT NO.

VOYAGE NO.  
*19241*  
 NOTE:  
Water Column  
for water hatch  
reading unless  
noted by \*.

TANK NO.	PRODUCT	BEFORE						<input type="checkbox"/> DISCHARGE <input checked="" type="checkbox"/> LOADING		AFTER						<input type="checkbox"/> DISCHARGE <input checked="" type="checkbox"/> LOADING	
		FEET	INCHES	OF	WATER INCHES	GROSS BBLs	GALS	NET BBLs	GALS	FEET	INCHES	OF	WATER INCHES	GROSS BBLs	GALS	NET BBLs	GALS
2P	TF-3801%	14	6 3/8	60"		15.48				10	5	1305		672.82			
														= 657.34			
														X .9730			
														= 639.59			
														X .15710			
														= 100.47			
3P	PMG-380	14	6 3/4	60"		15.53				5	8 3/4	1355		1433.72			
3S	↓	14	6 3/4	↓		15.56				4	5 1/2	↓		1642.25			
														- 3075.97			
														= 3044.88			
														X .9711			
														= 2956.88			
														X .15701			
														= 464.85			

SUMMARY OF PRODUCTS								<input type="checkbox"/> DISCHARGED	<input checked="" type="checkbox"/> LOADED
PRODUCT	A.P.I. GRAVITY	FLASH	VISCOSITY	B.S. & W.	GROSS		NET @ 50°F		THE AREA BELOW IS FOR OFFICE USE ONLY.
					<input checked="" type="checkbox"/> BBLS	<input type="checkbox"/> GALS	<input checked="" type="checkbox"/> BBLS	<input type="checkbox"/> GALS	
TF-380 1%	11.4	230	192.6	0.05	657.34		639.59		
RMG-380	11.3	174	246.4	2	3044.88		2956.88		

**BILL OF LADING**

RECEIVED from the shipper named above, the cargo described above, in apparent good order and condition, unless otherwise indicated in this bill of lading, to be transported subject to all the terms of this bill of lading and applicable tariffs, with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge, or so near thereunto as the vessel can safely get and leave, always afloat at all stages and conditions of water and weather.

It is agreed that the custody and carriage of the cargo are subject to the

following terms on the face and back hereof which shall govern the relations, whatsoever they may be, between the shipper, consignee, and the carrier, master and vessel in every contingency whatsoever and whenever occurring, and also in the event of deviation, or of unseaworthiness of the vessel at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the carrier unless by express waiver signed by a duly authorized agent of the carrier.

☒ DELIVERED ☐ RECEIVED AS PER ABOVE READINGS

BY

 SHIPPER'S/CONSIGNEE'S REPRESENTATIVE  
 CARRIER'S REPRESENTATIVE

☐ DELIVERED ☒ RECEIVED AS PER ABOVE READINGS

BY

CARRIER'S REPRESENTATIVE



**BILL OF LADING AND  
REPORT OF BARGE LOADING OR DISCHARGE**  
FORM NO. 10-005 (8/84)

DELIVERED TO <b>CMB Gulia</b>		RECEIVED FROM <b>Investigator</b>	
AT <b>Boyal</b>		DATE <b>10/20/14</b>	
ARRIVED ALONG SIDE HOUR <b>0715</b>	DATE <b>10/20/14</b>	STARTED HOUR <b>0810</b>	DATE <b>10/20/14</b>
FINISHED HOUR <b>1020</b>	DATE <b>10/20/14</b>	DEPARTED HOUR <b>1300</b>	DATE <b>10/20/14</b>
BEFORE DRAFT FWD <b>04-09</b>		AFT <b>0609</b>	
AFTER DRAFT FWD <b>03-06</b>		AFT <b>04-00</b>	

DATE **10/20/14**  
COMPANY  
**OT&B Boyo**  
**Investigator**

VOYAGE NO.  
**1924N**

NOTE:  
Water Column  
for water hatch  
reading unless  
noted by \*.

UNIT NO.

TANK NO.	PRODUCT	BEFORE				<input checked="" type="checkbox"/> DISCHARGE <input type="checkbox"/> LOADING				AFTER				<input checked="" type="checkbox"/> DISCHARGE <input type="checkbox"/> LOADING			
		FEET	INCHES	OF	WATER INCHES	GROSS DBLS	GALS	NET DBLS	GALS	FEET	INCHES	OF	WATER INCHES	GROSS DBLS	GALS	NET DBLS	GALS
2P	IF-3801%	10	5 1/4	↓	107"	669.46		Tov		14	6 3/8	↓	15.48	120			
														653.98		62N	
														X 9744		T-6B	
														= 637.23		63V	
														X 15710		T-13	
														= 100.11		MH	
3P	RM6-380	5	8 1/4	↓	135"	1440.44				14	6 3/4	↓	15.53				
3S	↓	4	6	↓		1635.52				14	6 3/4	↓	15.56				
						3075.96		Tov						31.09		120	
														= 3044.87		62N	
														X 9713		T-6B	
														= 2957.48		63V	
														X 15781		T-13	
														= 464.94		MH	

SUMMARY OF PRODUCTS										<input checked="" type="checkbox"/> DISCHARGED <input type="checkbox"/> LOADED
PRODUCT	A.P.I. GRAVITY	FLASH	VISCOSITY	B S & W	GROSS DBLS	GALS	NET @ 60°F DBLS	GALS	THE AREA BELOW IS FOR OFFICE USE ONLY.	
IF-3801%	11.4	230	193.6	0.05	653.98		637.23			
RM6-380	11.3	174	216.4	2	3044.87		2957.48			


**BILL OF LADING**

RECEIVED from the shipper named above, the cargo described above, in apparent good order and condition, unless otherwise indicated in this bill of lading, to be transported subject to all the terms of this bill of lading and applicable tariffs, with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge, or so near thereto as the vessel can safely get and leave, always afloat at all stages and conditions of water and weather.


It is agreed that the custody and carriage of the cargo are subject to the

following terms on the face and back hereof which shall govern the relations, whatsoever they may be, between the shipper, consignee, and the carrier, master and vessel in every contingency whatsoever and whensoever occurring, and also in the event of deviation, or of unseaworthiness of the vessel at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the carrier unless by express waiver signed by a duly authorized agent of the carrier.

☐ DELIVERED ☒ RECEIVED AS PER ABOVE READINGS

BY   
SHIPPER/CONSIGNEE'S REPRESENTATIVE  
CARRIER'S REPRESENTATIVE

☒ DELIVERED ☐ RECEIVED AS PER ABOVE READINGS

BY   
CARRIER'S REPRESENTATIVE

**Noble, Rene**

---

**From:** Verduzco, Wendy J  
**Sent:** Thursday, November 06, 2014 11:33 AM  
**To:** Verduzco, Wendy J  
**Subject:** FW: Bunker Confirmation|OWBUC14TS0005|Aston Trader II|Portland OR|Oct 22, 2014 to Oct 27, 2014

Best Regards,

**Wendy Verduzco,**  
Marketing Advisor

**Chevron Supply & Trading**

Chevron Products Company  
(a division of Chevron U.S.A. Inc.)  
6001 Bollinger Canyon Road, Bldg. L-3383-B44  
San Ramon, CA 94583  
Tel 925 842 3795  
Mobile 925 980 3141  
[wendyverduzco@chevron.com](mailto:wendyverduzco@chevron.com)  
[bunkerswendy@yahoo.com](mailto:bunkerswendy@yahoo.com)

**From:** CST - Product USWC Fuels Marketing-Confirmations  
**Sent:** Thursday, October 16, 2014 4:23 PM  
**To:** [HOUSTON@OWBUNKER.COM](mailto:HOUSTON@OWBUNKER.COM); [SOX@chevron.com](mailto:SOX@chevron.com); CST - Product USWC Fuels Marketing-Confirmations  
**Subject:** Bunker Confirmation|OWBUC14TS0005|Aston Trader II|Portland OR|Oct 22, 2014 to Oct 27, 2014

To: O.W. Bunker USA Inc.  
Attn: Bunker Department (Houston)

From: Chevron Marine Products Company, LLC

Date: Oct 16, 2014

Chevron Contract Number: OWBUC14TS0005 Revision Number: 0  
Trade Date: Oct 16, 2014

We accept the nomination in accordance with the following details:

**Seller:** Chevron Marine Products LLC  
**Specs:** In Accordance with ISO Specifications  
**Vessel:** Aston Trader II  
**IMO Number:** 9392731  
**Port:** Portland OR  
**ETA:** Oct 22, 2014 to Oct 27, 2014  
**Buyer:** O.W. Bunker USA Inc.  
**Credit Terms:** 30FDOD



Product: RMG-380Max 3.5%Sulfur  
Quantity: 550 MT dlvd  
Price: \$593.00/MT

Comments:

RMG380 ISO2005 max sulfur 3.5% plus environmental fee \$60 and if applicable boom fee \$1750.

Additional Terms:

Unless otherwise agreed to by the seller, all barging, local charges, including extra delivery charges, wharfage, local taxes or surcharges, if incurred, will be for buyers account.

Chevron Marine Products LLC Terms of Sale for Marine Fuels (Effective July, 2007) apply to this transaction a copy of which you have received. Any proposed variations to Chevron Marine Products LLC Terms of Sale for Marine Fuels (Effective July, 2007) must be agreed in writing by Chevron Marine Products LLC at the time the nomination is accepted. If you are in any doubt as to their effect or if you have mislaid them, kindly advise and a copy will be forwarded promptly. The terms of sale are published at [www.chevronmarineproducts.com/products/fuel-terms-sale.aspx](http://www.chevronmarineproducts.com/products/fuel-terms-sale.aspx).

By fulfilling this order, seller agrees that pursuant to applicable US/EU trade embargo requirements, no product delivered under this contract shall contain any component of petroleum products with origin from Iran, Syria, Sudan, Cuba or North Korea. Buyer retains right to cancel this nomination without penalty, should it learn or determine that the product to be supplied contains petroleum products of the above countries.

Chevron Marine Products LLC is MARPOL compliant to the extent that MARPOL applies to this delivery. Thank you for concluding this business with Chevron Marine Products LLC.

Best Regards,  
Chevron Marine Products LLC

**Noble, Rene**

---

**From:** Verduzco, Wendy J  
**Sent:** Thursday, November 06, 2014 12:16 PM  
**To:** Verduzco, Wendy J  
**Subject:** FW: ASTON TRADER II - PORTLAND(OR USA) - 22-10-2014 - Purchase Order Confirmation No. 172-13157  
**Attachments:** Purchase Order Confirmation - 172-Q0000007938.pdf

Best Regards,

Wendy Verduzco,  
Marketing Advisor

Chevron Supply & Trading  
Chevron Products Company  
(a division of Chevron U.S.A. Inc.)  
6001 Bollinger Canyon Road, Bldg. L-3383-B44  
San Ramon, CA 94583  
Tel 925 842 3795  
Mobile 925 980 3141  
[wendyverduzco@chevron.com](mailto:wendyverduzco@chevron.com)  
[bunkerswendy@yahoo.com](mailto:bunkerswendy@yahoo.com)

-----Original Message-----

**From:** [houston@owbunker.com](mailto:houston@owbunker.com) [<mailto:houston@owbunker.com>]  
**Sent:** Thursday, October 16, 2014 1:52 PM  
**To:** Verduzco, Wendy J  
**Subject:** ASTON TRADER II - PORTLAND(OR USA) - 22-10-2014 - Purchase Order Confirmation No. 172-13157

Good day,

Please find enclosed your Purchase Order Confirmation as requested.

Best regards  
O.W. Bunker USA Inc.

Bunker Purchaser, North America  
Donald Morales  
Office: +1 281 946 2300  
Direct: +1 281 946 2375  
Mobile: +1 832 795 1707  
Fax: +1 281 946 2301  
Email: [domo@owbunker.com](mailto:domo@owbunker.com)  
Yahoo ID: [domo\\_owbunker](mailto:domo_owbunker)

**O.W. Bunker USA Inc.**

Chevron Marine Products LLC.  
6001 Bollinger Canyon Road  
Bldg. L 3rd. Floor  
CA - 94583 San Ramon  
United States of America  
Wendy Verduzco

2603 Augusta Drive  
Suite 440  
Texas 77057 Houston  
USA  
Phone: +1 281 946 2300  
Fax: +1 281 946 2301  
Internet: <http://www.owbunker.com>  
EIN: 99-0373556  
ING Bank N.V.  
IBAN: [REDACTED]  
IBAN: [REDACTED]  
SWIFT: [REDACTED]  
IBAN: [REDACTED]  
SWIFT: [REDACTED]

## Purchase Order Confirmation

**Purchase Order No.** 172-13157

We are hereby pleased to confirm our nomination as follows:

**Vessel** ASTON TRADER II (IMO: 9392731)  
**Port** PORTLAND(OR USA)  
**Delivery date** Between 22. October 2014 and 27. October 2014  
**Account** O.W. Bunker USA Inc.

HOUSTON 16. October 2014

Quantity	Unit	Product / Quality	Curr	Price	Unit	Delivery
550,00	MT	Fueloil 380-CST 3,5%	USD	593,00	MT	Barge

**Agent**

**Payment** WITHIN 30 DAYS FROM DATE OF DELIVERY AGAINST HARD COPY INVOICE.

**Remarks** environmental fee \$60 and if applicable boom fee \$1750.  
ISO 8217:2005 (E) RMG 380 3.5%

**Kind Regards**

**Donald Morales**

**Direct** +1 281 946 2375  
**Mobile** +1 832 795 1707  
**Yahoo ID** domo\_owbunker  
**E-Mail** domo@owbunker.com  
**Office E-Mail** houston@owbunker.com

**O.W. Bunker USA Inc.**



**SELLER ENSURES:**

-----  
Supply and Documentation in full accordance as per Marpol 73/78 Annex VI.

To provide and retain min 2 (two) reference samples: Jointly drawn, witnessed, sealed and counter-signed by vessels representative. Samples shall be drawn closest to receiving vessels manifold, mutually agreed upon. Samples drawn ex installation or beyond buyers control are not legally binding in case of a dispute.

That the product to be supplied for use as marine bunkers to be mineral oil product derived from petroleum crude oil, no coal derived products allowed. Product must be of stable and homogenous nature, and must not contain: Contaminations, chemical waste, lubricants, abrasive materials, hydrocarbons, tar oil, inorganic acid substances, polystyrene, polypropylene, no blending components derived from coal and shale distillations processes, nor any non fuel components, or substances detrimental to the vessel and/or her engine equipment and/or her crew.

That the proper MSDS documentation is available on request and under all circumstances will be handed over by barge to receiving vessel.

Please forward invoice and delivery receipts duly signed and stamped by relevant vessels master/chief engineer right after completion of bunkering. Our accounting needs about 15 days to process payments. For any delayed payments due to late receipt of documents we will reject any responsibility.

**THUS:** We may not warrant payment in due time unless we received the respective invoice/documents at least 15 days prior to due date.

Should you have any problems, discrepancies or questions in regard to this delivery, or should you foresee any problems in the supply or any delays, we kindly ask you to keep us fully informed, enabling us to inform clients for the sake of good order. We are contactable 24 hours a day on above mobile numbers.



Port/Delivery Location <u>LOCAL</u>		IMO Number of Receiving Vessel <u>9392731</u>	
Bunkers Delivered to M/V or S/S <u>ASTON TRADER II</u>		Vessel Flag <u>PHILIPPINES</u>	Next Port of Call <u>MEAL</u>
Owner/Operator or Account of <u>O.W. BUNKER USA INC</u>		Ship's Agent <u>WILHELMSEN</u>	Voyage Destination <u>Φ</u>
Loading Terminal <u>PTSI - PORTLAND, OR - USA</u>		Contracting Company	

## Bunker Delivery Note

Product Analysis	<u>RMG 380</u>	Nomination Ref. Number	
Density @ 15°C / API @ 60°F	<u>0.9903</u>		
Viscosity cSt - 50°C	<u>223</u>	<u>14532585</u>	<u>OWBUC14TS0005</u>
Sulfur % (m/m)	<u>2.21</u>		Date of Commencement of Delivery
Water % (v/v)	<u>0.00</u>		
Flashpoint PM <sup>°</sup> <u>X</u> <u>F</u>	<u>1760</u>		<u>10/31/14</u>

Delivery Method: <input type="checkbox"/> Shore Tank <input checked="" type="checkbox"/> Barge <input type="checkbox"/> Tank Truck <u>OTB</u>													
		Alongside Vessel		Connection Made		Started Discharging		Finished Discharging		Hoses Off		Departed	
Product	Barge Name	Hour	Date	Hour	Date	Hour	Date	Hour	Date	Hour	Date	Hour	Date
<u>RMG 380 / Bunkeryard</u>		<u>1120</u>	<u>10/31</u>	<u>0815</u>	<u>10/31</u>	<u>0840</u>	<u>10/31</u>	<u>1110</u>	<u>10/31</u>	<u>1125</u>	<u>10/31</u>	<u>1130</u>	<u>10/31</u>

Shore Tank or Barge Tank	Product Name	Opening		Temp °C / <sup>°F</sup>	Closing		Temp °C / <sup>°F</sup>	Gross Barrels / Liters
		MT/FT CM/IN	Quantity		MT/FT CM/IN	Quantity		
<u>30</u>	<u>RMG 380</u>	<u>45'</u>	<u>1645.42</u>	<u>130°</u>	<u>14674'</u>	<u>15.53</u>	<u>160°</u>	<u>3599.11</u>
<u>35</u>	<u>Φ</u>	<u>8'4 1/2"</u>	<u>1009.16</u>	<u>↓</u>	<u>14674'</u>	<u>15.56</u>	<u>↓</u>	
<u>45</u>	<u>Φ</u>	<u>8'6"</u>	<u>991.19</u>	<u>↓</u>	<u>14'7"</u>	<u>15.57</u>	<u>Φ</u>	

Product Description	Gross Quantity (Units)	Temp °C / <sup>°F</sup>	Temperature Correction Factor	Billing Quantities		
				Barrels / Liters Net @ 15°C / 60°F	Vol. to Weight Conversion Factor	Metric Tons Net
<u>RMG 380 ... cSt</u>	<u>3599.11</u>	<u>130°</u>	<u>.9732</u>	<u>3502.65</u>	<u>.1577</u>	<u>550.65</u>
Fuel Oil ... cSt						
Marine Diesel						
Gas Oil						

Samples were taken, sealed and distributed as follows:

Vessel Sample #'s 1155185-5

Supplier Sample #'s 1155168-0, 1155159-B2

Surveyor Sample #'s (if required) \_\_\_\_\_

Marpol Sample #'s 11551675M

Others (if required) \_\_\_\_\_

I confirm that the above product was delivered, appropriate samples have been received and that the quantity supplied was witnessed as correct.

Signature: DAN V BABIERA  
(Master/Chief Engineer)

Print Name: DAN V BABIERA  
(Block Letters)

Vessel Stamp:

**M/V "ASTON TRADER II"**

Supplier's gauges and sampling witnessed by customer's representative: Yes ☒ Declined ☐

Was a note of protest issued? Yes ☐ No ☒

The fuel oil supplied is in conformity with regulations 14 (1) or (4) (a) and regulation 18 (1) of annex VI to MARPOL 73/78

Name, Address and Telephone of Supplier:

Signature of Supplier's Representative: [Signature]

Print Name (Block Letters): Shale B...

Remarks:

MSDS DELIVERED TO VESSEL

**BARGE LOG**

Company: OTB - Portland      Tug: Lissy II  
 Primary Tankerman: Robert Higa      Barge: Investigator  
 Log Date: October 31st, 2014      Job #:  
 Location:

**EVENT LOG**

Start Time	Stop Time	Job #	Remark	Coding
▼ 02:00	02:15	19248	AS.....Barge.....AF	
▼ 03:15	03:15		Tankerman on board	
▼ 03:20	03:40		Test high level alarms, high level sticks, gauge barge, security check	
▼ 03:57	03:57		Boom on	
▼ 04:15	04:15		Hose on	
▼ 04:20	04:27		Signed DOI, NOR, Held conf, Radio CH#1	
▼ 04:32	04:32		Start load RMG 380	
▼ 04:45	04:50		Rate check from dock 360 M/T Per hour	
▼ 05:15	05:20		Rate check from dock 360 M/T Per hour	
▼ 05:40	05:45		Rate check from dock 360 M/T Per hour	
▼ 06:05	06:05		Finish load RMG 380	
▼ 06:10	06:10		Hpse off	
▼ 06:12	06:20		Secure barge	

**PRODUCT INFO**

Product	Gross	Net	Start	Stop	Start	Stop	Start	Finish	Hose	Pump	RPM	PSI	Rate
---------	-------	-----	-------	------	-------	------	-------	--------	------	------	-----	-----	------

**CREW**

Name	Position	Start Time	Stop Time	Hours
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**DEPARTURE INFO**

Cargo Hose off @:	00:00	Secure @:	00:00	Sailed @:	00:00
Draft Fwd.:		Draft Aft.:		Tkmm Depart @:	00:00

**FUEL TRANSFERS & PURCHASES**

Type	Fuel/Lube	Vessel From	Vessel To	Gallons	PO #
------	-----------	-------------	-----------	---------	------

SIGNATURE OF PERSON RESPONSIBLE FOR LOG

**BARGE LOG**

Company: OTB - Portland Tug: Lissy II  
 Primary Tankerman: Shane Bonnin Barge: Investigator  
 Log Date: October 31st, 2014 Job #:  
 Location:

**EVENT LOG**

	Start Time	Stop Time	Job #	Remark	Coding
▼	07:30	07:30	19248	Arrive at Discharge Port	
▼	07:30	07:30	19248	NOR Tendered for Discharge	
▼	07:57	07:57	19248	All Fast at Discharge	
▼	08:00	08:00	19248	Gangway On for Discharge	
▼	08:15	08:15	19248	Hose/Load Arm Connected for Discharge	
▼	08:35	08:35	19248	DOI / Pre-Transfer Meeting for Discharge	
▼	08:35	08:35	19248	C/E- DECLINED BARGE SOUNDINGS	
▼	08:39	08:39	19248	Ready for Discharge	
▼	08:40	08:40	19248	Start Discharge	
▼	09:00	09:05	19248	RATE CHECK @ 275 MT PER HR- 55 PSI- OK	
▼	09:30	09:35	19248	RATE CHECK @ 275 MT PER HR- 55 PSI- OK	
▼	10:00	10:05	19248	RATE CHECK @ 275 MT PER HR- 55 PSI- OK	
▼	10:30	10:35	19248	RATE CHECK @ 275 MT PER HR- 55 PSI- OK	
▼	11:10	11:10	19248	Finish Discharge	
▼	11:12	11:12	19248	Barge Gauged (Finish) for Discharge	
▼	11:20	11:20	19248	Paperwork Signed for Discharge	
▼	11:25	11:25	19248	Hose/Load Arm Disconnected for Discharge	
▼	11:26	11:26	19248	Gangway Off for Discharge	
▼	11:27	11:27	19248	All Secure Discharge	
▼	11:30	11:30	19248	Tankerman Depart from Discharge	
▼	11:30	11:30	19248	Depart Dock, Completed Discharge	

**PRODUCT INFO**

Product	Gross	Net	Start	Stop	Start	Stop	Start	Finish	Hose	Pump	RPM	PSI	Rate
---------	-------	-----	-------	------	-------	------	-------	--------	------	------	-----	-----	------

**CREW**

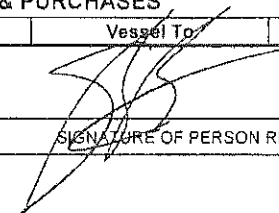
Name	Position	Start Time	Stop Time	Hours
Shane Bonnin	OTB Tankerman Regular	07:30	11:30	0

**DEPARTURE INFO**

Cargo Hose off @:	00:00	Secure @:	00:00	Sailed @:	00:00
Draft Fwd.:		Draft Aft.:		Tkman Depart @:	00:00

**FUEL TRANSFERS & PURCHASES**

Type	Fuel/Lube	Vessel From	Vessel To	Gallons	PO #
------	-----------	-------------	-----------	---------	------


  
SIGNATURE OF PERSON RESPONSIBLE FOR LOG



HARLEY MARINE SERVICES

# NOTICE OF READINESS

Barge: Investigator Customer: Chervon

1<sup>st</sup> Call: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Contact Established: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Location at Time of NOR: Royal

Date and Time of NOR: 10/31/14-0730

Port: Port Bulk-T/S

Dock/Vessel: Aston Trader II

Barge Official Number: 638965

OTB Voyage Number: 19248

Customer Voyage Number: \_\_\_\_\_

To whom it may concern,  
Please be hereby officially notified that the above specified barge arrived at the specified time, date, and port and said vessel is hereby tendered to you as being ready to commence operations.  
Please acknowledge receipt by signing a copy of this letter,

Received and Accepted by Terminal or Vessel Representative:

X DAN V. BABIKER [Signature] X 31 OCT 2014  
Print Name Signature Date

Tug Master / Barge PIC Name:

[Signature] [Signature] 10/31/14  
Print Name Signature Date





Release

HARLEY MARINE SERVICES

# NOTICE OF READINESS

Barge: Investigator Customer: Chvron

1<sup>st</sup> Call: Date: Time:

Contact Established: Date: Time:

Location at Time of NOR: Portland, OR

Date and Time of NOR: 31 Oct 2014 0630

Port: DDT, OR

Dock/Vessel: Farm

Barge Official Number: 638965

OTB Voyage Number: 19248

Customer Voyage Number: \_\_\_\_\_

To whom it may concern,  
Please be hereby officially notified that the above specified barge arrived at the specified time, date, and port and said vessel is hereby tendered to you as being ready to commence operations.

Please acknowledge receipt by signing a copy of this letter,

Received and Accepted by Terminal or Vessel Representative:

Print Name Wally Weiss Signature Wally Weiss Date 10/31/14

Tug Master / Barge PIC Name:

Print Name R. Higa Signature [Signature] Date 31 Oct 2014



Arrive

HARLEY MARINE SERVICES

# NOTICE OF READINESS

Barge: Investigator Customer: CHEVRON

1<sup>st</sup> Call: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Contact Established: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

Location at Time of NOR: Portland, OR

Date and Time of NOR: 31 Oct 2014 0330

Port: PDX, OR

Dock/Vessel: Farm

Barge Official Number: 638965

OTB Voyage Number: 19248

Customer Voyage Number: \_\_\_\_\_

To whom it may concern,  
Please be hereby officially notified that the above specified barge arrived at the specified time, date, and port and said vessel is hereby tendered to you as being ready to commence operations.  
Please acknowledge receipt by signing a copy of this letter,

Received and Accepted by Terminal or Vessel Representative:

Wally Weiss \_\_\_\_\_ Wally Weiss \_\_\_\_\_ 10/31/14  
Print Name Signature Date

Tug Master / Barge PIC Name:

R. Higg \_\_\_\_\_ [Signature] \_\_\_\_\_ 31 Oct 2014  
Print Name Signature Date

**BILL OF LADING AND  
REPORT OF BARGE LOADING OR DISCHARGE**

FORM NO. 10-005 (8/84)

DELIVERED TO <b>Aston Trader II</b>				RECEIVED FROM <b>Investigator</b>			
AT <b>PO 402</b>				DATE <b>10/31/14</b>			
ARRIVED ALONG SIDE <b>10:30</b>		DATE <b>10/31/14</b>		STARTED <b>08:40</b>		DATE <b>10/31/14</b>	
FINISHED <b>11:10</b>		DATE <b>10/31/14</b>		DEPARTED <b>11:30</b>		DATE <b>10/31/14</b>	
BEFORE DRAFT FWD <b>05-06</b>				AFT <b>06-06</b>			
AFTER DRAFT FWD <b>03-06</b>				AFT <b>04-00</b>			

COMPANY  
**Olympic Tug & Barge**  
**Investigator**  
 UNIT NO.

VOYAGE NO.  
**19243**  
 NOTE:  
 Water Column  
 for water hatch  
 reading unless  
 noted by \*.

TANK NO.	PRODUCT	BEFORE		<input checked="" type="checkbox"/> DISCHARGE	<input type="checkbox"/> LOADING	AFTER		<input checked="" type="checkbox"/> DISCHARGE	<input type="checkbox"/> LOADING				
		FEET	INCHES	OF	WATER INCHES	<input checked="" type="checkbox"/> BLS <input type="checkbox"/> GALS	<input type="checkbox"/> BLS <input type="checkbox"/> GALS	FEET	INCHES	OF	WATER INCHES	<input checked="" type="checkbox"/> BLS <input type="checkbox"/> GALS	<input type="checkbox"/> BLS <input type="checkbox"/> GALS
	RM 6380			130		1645.42		14	6 3/4	60		15.53	
37	↓	4	5	1									
23		8	4 1/2			1009.16		14	6 3/4			15.56	
43		8	6	8		991.19		14	7			15.57	
						3645.77	TOV					46.66	ROB
												= 3599.11	GROSS
												+ 9732	T6E
												= 3502.65	NET
												x 15721	T13
												= 550.65	MIT

SUMMARY OF PRODUCTS <input checked="" type="checkbox"/> DISCHARGED <input type="checkbox"/> LOADED						
PRODUCT	A.P.I. GRAVITY	FLASH	VISCOSITY	S.G. & W.	GROSS BLS	NET @ 60°F BLS
RM 6350	11.3	176	223	0.80	3599.11	3502.65

**BILL OF LADING**

RECEIVED from the shipper named above, the cargo described above, in apparent good order and condition, unless otherwise indicated in this bill of lading, to be transported subject to all the terms of this bill of lading and applicable tariffs, with liberty to proceed via any port or ports within the scope of the voyage described herein, to the port of discharge, or so near thereto as the vessel can safely get and leave, always afloat at all stages and conditions of water and weather.


It is agreed that the custody and carriage of the cargo are subject to the

following terms on the face and back hereof which shall govern the relations, whatsoever they may be, between the shipper, consignee, and the carrier, master and vessel in every contingency whatsoever and whensoever occurring, and also in the event of deviation, or of unseaworthiness of the vessel at the time of loading or inception of the voyage or subsequently, and none of the terms of this bill of lading shall be deemed to have been waived by the carrier unless by express waiver signed by a duly authorized agent of the carrier.

☐ DELIVERED ☒ RECEIVED AS PER ABOVE READINGS

BY   
SHIPPER/CONSIGNEE'S REPRESENTATIVE

☒ DELIVERED ☐ RECEIVED AS PER ABOVE READINGS

BY   
CARRIER'S REPRESENTATIVE





## Marine Lubricants

[Marine Lubricants Home](#) > [Products](#) > [Fuels](#) > [Terms of Sale](#)

# Terms of Sale

## Terms of Sale for Marine Fuels, July 2007

1. [Prices](#)
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Except as otherwise specifically agreed to in writing in the agreement ("Part 1") incorporating these Terms of Sale for Marine Fuels (the "Terms of Sale"), the following terms and conditions shall apply to all sales by Chevron Marine Products LLC ("Seller") or its Affiliates of bunker fuel oil, intermediate bunker fuels, marine diesel oil, and marine gas oil (collectively hereinafter "Marine Fuels"). Part 1 and these Terms of Sale (collectively, the "Contract") contain all agreements, arrangements and stipulations between the parties in respect of the supply of Marine Fuels contemplated herein and supersede all prior agreements, arrangements and stipulations in respect of the same subject. Except where otherwise expressly stated in these Terms of Sale, in the case of any conflict between the documents comprising the Contract, Part 1 shall be given priority over the Terms of Sale as used in the Contract, "Affiliates" means any legal entity which controls, is controlled by, or is under common control with, another legal entity, and "control" means legal or beneficial ownership of fifty percent (50%) or more of the shares in a legal entity entitled to appoint directors or the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such entity.

**1. Prices**

(a) The price for Marine Fuels shall be Seller's spot or term price offered in Part 1 for a specific delivery or series of deliveries. Spot prices offered shall be valid for deliveries made on, before or within three (3) calendar days following the Accepted Delivery Date, as defined in Clause 4(a). The four (4) calendar day period comprising the Accepted Delivery Date and the three (3) calendar days thereafter are referred to herein as the "Pricing Date Range." Spot prices for delivery after the Pricing Date Range are subject to change at Seller's sole option.

(b) Buyer shall pay any taxes, fees or other charges, imposed by any national (or political subdivision thereof) taxing authority on the delivery, sale, inspection, storage and use of Marine Fuels, except for taxes on Seller's income and taxes on raw material or Seller's income taxes on the finished product. To the extent Seller incurs any of Buyer's taxes listed in the Contract, Seller's invoice will include such taxes as payable by the Buyer.

(c) If Buyer is entitled to purchase any Marine Fuels free of any taxes, duties or charges pursuant to local law, Buyer shall promptly, but in any event not later than five (5) business days following completion of delivery, provide to Seller a valid exemption certificate for such purchase. Buyer and Seller agree that invoices shall conform to local laws of the country in which the sale is completed.

(d) Any foreign or domestic tax, duty, toll, fee, license, impost, charge or other exaction of any charges whatsoever, including VAT, excise taxes and any similar taxes, or the amount equivalent thereto and any increase thereof, now or hereafter (i) imposed, levied or assessed (but exclusive of taxes based on the Seller's income) by any national (or political subdivision thereof) taxing authority directly or indirectly upon, (1) the Marine Fuels and/or, (2) the production, manufacture, transportation, storage, sale, use, transfer, delivery and/or other handling of the Marine Fuels and/or, (3) the production, manufacture, transportation, storage, purchase, sale, use, transfer, exportation, importation and/or other handling of any material contained in the Marine Fuels, or any wholly or partly refined or manufactured part thereof, and/or, otherwise (ii) measured by, incident to or as a result of the transaction herein provided for, shall, if collectible or payable by Seller, be paid by Buyer on demand by Seller. Any such payment not included in the Marine Fuels prices otherwise herein provided for, shall be in addition thereto.

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**2. Parties Obligated**

(a) Should Marine Fuels be ordered by an agent, then such agent, as well as the principal, shall be bound by, and liable for, all obligations as fully and as completely as if the agent were itself the principal, whether such principal is disclosed or undisclosed, and whether or not such agent purports to contract as agent only. Notwithstanding anything to the contrary in this Contract, Principal and agent shall each be deemed to be a Buyer for purposes of this agreement.

(b) Marine Fuels delivered hereunder are sold and delivered on the financial credit of the vessel being supplied (the "Vessel"), as well as on the promise of the Buyer to pay therefor. Buyer warrants that Seller shall have the right to assert a lien against the Vessel covering the Marine Fuels delivered for the purchase price, any extra charges incurred in accordance herewith, any taxes billed on the delivery of



Marine Fuels or otherwise, and all associated recovery costs. Such remedy shall be in addition to, and not in limitation of, any other remedies available to it at law or herein.

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### **3. Quality and Warranty**

(a) Marine Fuels shall be Seller's commercial grades of Marine Fuels generally offered to Seller's Marine Fuels customers at the time and place of delivery. EXCEPT FOR THIS SECTION 3(A), THE MARINE FUEL IS SOLD "AS IS", AND SELLER OTHERWISE MAKES NO WARRANTIES OF QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES OR CONDITIONS WHETHER STATUTORY OR OTHERWISE ARE EXPRESSLY EXCLUDED.

(b) Buyer shall have the sole responsibility for the selection of suitable Marine Fuels for use in the Vessel, and warrants that the Vessel(s) nominated by Buyer to receive Marine Fuels is/are in compliance with all local, national and international regulations and requirements, as applicable.

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### **4. Nominations and Deliveries**

(a) Nomination. Buyer shall nominate a Vessel in writing at least five (5) Business days (defined as days on which banks are normally open for business at the delivery port or other location where sales hereunder are made) in advance of the Estimated Time of Arrival (the "ETA") proposed by Buyer, specifying delivery port, ETA and grades, specifications and quantities of Marine Fuels required. If such nomination is accepted and confirmed in writing by Seller, the ETA proposed by Buyer (or otherwise agreed between Buyer and Seller) shall become the "Accepted Delivery Date". Unless advised in writing by Buyer and confirmed in writing by Seller, amendments to the Accepted Delivery Date will not be recognized. Seller may cancel any nomination without liability and without prejudice to any rights Seller may have against Buyer if the Vessel does not arrive at delivery port and present itself for delivery on the Accepted Delivery Date. Except where contrary to local governmental or port regulations, all deliveries to Seller's customers will be made on a first come first served basis.

(b) Confirmation. Buyer shall give Seller at least forty-eight (48) hours advance written notice, excluding Sundays and non-Business days confirming type and quantities of Marine Fuels and other delivery details. If such delivery date is not within the Pricing Date Range, then any exception and acceptance must be in writing by Seller. When forty-eight (48) hours advance notice is not given or when the delivery date is not within the Pricing Date Range and the proposed new delivery date is not accepted by Seller in writing, then Seller may deliver or not, in its sole discretion.

(c) When delivery is required other than during normal business hours, and is permitted by applicable regulations, Buyer shall be fully responsible for and pay all overtime and extra expenses incurred by Seller.

(d) When delivery is made by barge, truck or coastal tanker (hereinafter collectively "Seller's delivery vessel"), all delivery charges, including overtime and associated charges, shall be for the account of

Buyer. For delay caused by Buyer in the use of Seller's delivery vessel, Buyer shall pay any demurrage or detention charges at such rate as may be invoiced by Seller.

(e) Buyer shall notify Seller, in writing, prior to delivery, of the maximum allowable pumping rate and pressure for the Vessel and Buyer and Seller shall agree on communication and emergency shutdown procedures.

(f) Buyer shall notify Seller, in writing, prior to delivery of any special conditions, difficulties, peculiarities, deficiencies or defects in respect of or particular to the Vessel that might adversely affect the delivery of Marine Fuels. Buyer shall be responsible for any increased costs incurred by Seller in connection therewith. If in the opinion of Seller, such special conditions, difficulties, peculiarities, deficiencies or defects call into question Seller's ability to make a safe delivery, Seller may cancel the nomination without liability.

(g) When delivery is made by Seller's delivery vessel, the Vessel shall provide a free and safe berth alongside to receive the Marine Fuels and to render all necessary assistance that may reasonably be required to safely moor and unmoor the Seller's delivery vessel or to connect or disconnect the delivery hose(s).

(h) If Buyer cancels, terminates or otherwise fails to take delivery, in whole or in part, of the quantities nominated, Buyer shall be responsible for any costs resulting from such failure, including without limitation, lost profits and any costs and expenses incurred by Seller to downgrade the Marine Fuels.

(i) Seller shall exercise reasonable efforts to adjust to changes in Buyer's schedule. However, Seller or Seller's supplier shall not be liable for demurrage paid or incurred by Buyer due to any delay in delivery of Marine Fuels when:

- 1) The delivery date was not within the Pricing Date Range or was not otherwise accepted by Seller as outlined in Sections 4(a) and 4(b).
- 2) Forty-eight (48) hours notice, as defined in Section 4(b), was not given.
- 3) Seller's delivery vessel arrived in a timely fashion and performed according to accepted practice.
- 4) Conditions as set forth in Section 11 below existed.
- 5) Seller was ready and able to perform, or
- 6) Conditions onboard Vessel resulted in failure to receive Marine Fuels.

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## 5. Title

a) Delivery shall be deemed completed and title to and risk of loss of Marine Fuels shall pass to Buyer at the permanent intake connection between Seller's loading hose and the Vessel.



(b) If delivery is made to barge, truck or coastal tanker nominated by Buyer (hereinafter "Buyer's delivery vessel"), delivery shall be deemed completed and title to and risk of loss of the Marine Fuels shall pass to Buyer at the last flange of Seller's or Seller's supplier's loading hose at the loading terminal .

(c) Buyer shall be responsible for connection of the loading hose to the intake of the Vessel or Buyer's delivery vessel and pumping shall be performed under the direction of Buyer's representative.

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#### **6. Inspection and Determination of Quantity and Quality**

(a) The quantity of Marine Fuels delivered shall be determined, at Seller's option, by measurements in accordance with either (i) the ASTM Petroleum Measurement Table for Seller's shore tanks or Seller's delivery vessel or (ii) Seller's meters. Buyer will be charged for Marine Fuels on the basis of these measurements. Buyer at its own expense has the right (and is encouraged) to have its representative or an independent inspector present during measurement, but determination of quantity shall be made solely by Seller. All such measurements noted above shall be final and binding save for manifest error.

(b) Sampling by Seller or Seller's supplier shall be accomplished throughout the Marine Fuels delivery process. Seller or Seller's supplier shall take four (4) representative samples of each grade of Marine Fuels to be delivered. Buyer shall have the right (and is encouraged) to have its representative witness the drawing of the samples. The aforementioned samples shall be securely sealed and labeled, numbered and identified by name of the Vessel, delivering facility, Marine Fuel type, delivery date and place of delivery. One (1) sample shall be given to Buyer's representative for MARPOL compliance purposes only; the second sample shall be given to Buyer's representative for quality determination purposes; and the other two (2) samples shall be retained by Seller or Seller's supplier for at least thirty (30) days following the date of delivery in a safe place for subsequent verification of the quality thereof, if required. If Buyer issues a claim regarding the quality of the Marine Fuel within thirty (30) days after the date of delivery in accordance with Section 7(b) below, one (1) of the two (2) remaining samples of Seller together with any other Seller's and Seller's supplier's representative samples shall be submitted for analysis to a mutually agreed independent laboratory. The independent laboratory's analysis shall be conclusive as to the quality of the Marine Fuel delivered. The analysis shall be established by tests in accordance with ISO 8217 and/or any other specifications agreed to between Buyer and Seller in writing. Unless otherwise agreed, the expenses of the analysis by the independent laboratory shall be borne equally by Seller and Buyer. Any cost associated with the Buyer appointing a representative to witness the sample seal-breaking and/or analysis at the independent laboratory shall be the sole responsibility of Buyer.

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#### **7. Claims**

(a) Any dispute as to the quantity of the Marine Fuels delivered must be noted at the time of delivery on the bunker delivery receipt or in a letter of protest. Any claim as to short delivery shall be presented by Buyer in writing within fifteen (15) calendar days after the date of delivery, failing which any such claim shall be deemed to be waived and forever barred.

(b) Any claim as to the quality of the Marine Fuels delivered must be submitted by Buyer to Seller in writing within thirty (30) days after the date of delivery, failing which, such claim shall be deemed waived and forever barred. Buyer shall base its quality claim solely on an analysis of the retained sample provided by Seller at the time of the delivery as provided for in Section 6(b) above. Buyer shall promptly furnish Seller the results of testing of the retained sample to enable Seller to properly evaluate the claim.

(c) Despite the provisions of Section 3(a), Buyer shall take all reasonable measures, including retention and burning of Marine Fuels in accordance with Seller's instructions, to eliminate or minimize any costs associated with an off-specification or suspected off-specification supply. Seller's obligation shall not exceed direct expenses incurred for removal and replacement of Marine Fuels. If Buyer removes such Marine Fuels without the consent of Seller, then all such removal and related costs shall be for Buyer's account. Notwithstanding anything in this Contract to the contrary, (i) Seller's obligations or liabilities hereunder shall not include any consequential or indirect damages, including without limitation, deviation costs, demurrage, damage to any Vessels or Buyer's delivery vessels or to their engines or tanks, and any actual or prospective loss of profits, and (ii) other than this Section 3(c) and in the event of personal injury or death, Seller's maximum liability under this Contract shall not exceed the price charged to the Buyer for the Marine Fuels supplied under this Contract. It is a condition precedent to any obligation for payment by the Seller that all sums due to it from the Buyer shall have first been paid.

(d) Seller shall not be responsible for any claim arising in circumstances where there is or has been commingling of Marine Fuels delivered by Seller with other fuel aboard the Vessel or Buyer's delivery vessel.

(e) Any claim involving demurrage incurred by the Buyer's receiving vessel must be submitted by Buyer to Seller in writing within 30 days of the date of delivery. If Buyer fails to submit a demurrage claim within (30) days after the date of delivery, any such claim shall be deemed to be waived and absolutely barred.

(f) Seller shall respond promptly to any complaint or claim by Buyer and the parties shall further endeavor to resolve the matter one way or the other within forty-five (45) days of receipt of claim. Where Buyer and Seller cannot come to agreement on such claim within ninety (90) days, either party may invoke the dispute resolution procedures in accordance with the provisions of Section 14 below. However, nothing in this Section 7 shall relieve the Buyer of its obligation to make payments in full when due as provided herein.

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## **8. Payment**

(a) Payment shall be made by Buyer, in U.S. dollars, without discount, offset or deduction prior to the time specified in Section 8(b) and in accordance with Seller's written, telegraphic or other notification of invoice specifying quantities of Marine Fuels delivered and amounts due. Seller may make subsequent adjustments to invoiced amounts based upon information contained in the relevant bunker delivery receipt. Buyer's failure to make payment in full of the amount noted by Seller shall be a breach of Buyer's obligations hereunder; moreover, any claims related to the delivery of Marine Fuels shall not relieve

Buyer from paying Seller in full. Payment made by telegraphic transfer or by bank draft shall be forwarded to the address noted in Part 1 of the Contract.

(b) Payment shall be considered past due if not received by Seller within thirty (30) days after the date delivery of Marine Fuels commences. Overdue payments shall be subject, at Seller's sole discretion, to a service charge at the rate of two percent (2%) per thirty (30) day period or the maximum rate permitted under applicable law, whichever is less. If at any time Seller considers Buyer's financial condition inadequate to meet Buyer's obligation hereunder, cash payment in advance or security acceptable to Seller may be required before delivery and Seller may declare any amount then outstanding from Buyer to be immediately due and payable.

(c) The Buyer shall periodically provide to Seller that financial information or security deemed necessary by Seller to support any credit extension. If during the life of this Contract, the financial capacity of Buyer becomes impaired or unsatisfactory to Seller in the sole judgment of Seller, advance cash payment or security satisfactory to Seller shall be given by Buyer on demand by Seller and shipments/deliveries may be withheld until such payment or security is received.

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#### **9. Safety and Environmental Protection**

(a) Buyer is familiar with the health effects related to the Marine Fuels supplied hereunder and with relevant protective safety and health procedures for the handling and use of such Marine Fuels. Buyer shall adhere to such safety and health procedures while using or handling Seller's Marine Fuels. Buyer shall also facilitate the dissemination of health and safety information to all employees, users, and others potentially exposed to the Marine Fuels sold hereunder. Buyer shall be responsible for compliance by its employees, agents, and other users with all health and safety requirements or recommendations related to the Marine Fuels supplied hereunder and shall exert its best efforts to assure that any of its employees or agents, users, and others avoid frequent or prolonged contact with or exposure to the Marine Fuels both during and subsequent to delivery. Seller or Seller's supplier accepts no responsibility for any consequence arising from failure by Buyer, its employees or agents, any users, or any other party to comply with relevant health and safety requirements or recommendations relating to such contact or exposure.

(b) If a spill occurs while Marine Fuels are being delivered, Buyer and Seller shall promptly take such action as is reasonably necessary to remove the spilled Marine Fuels and mitigate the effects of such spills. Seller is hereby authorized, at its option and at the expense of Buyer, to take such measures and incur such expenses (whether by employing its own resources or contracting with others) as are reasonably necessary in the judgment of Seller to remove the spilled Marine Fuels and mitigate the effects of such spills. Buyer shall cooperate and render such assistance as is required by Seller in the course of such action. All expense, claims, loss, damage, liability and penalties arising from spills shall be borne by the party that caused the spill. If both parties are at fault, all expense, claims, loss, damage, liability and penalties shall be divided between the parties in accordance with the respective degrees of fault.

(c) In the event of a spill during fueling, Buyer shall provide Seller with such documents and information concerning the spill and any programs for the prevention of spills as may be required by Seller or by law or regulations applicable in the port where the spill occurred.

(d) Buyer warrants that the Marine Fuels purchased hereunder shall be used for the operation of the nominated Vessel and that Vessel only.

(e) Buyer warrants that the Vessel is in compliance with all applicable national and international laws and regulations. The Vessel is subject to Seller's acceptance and will not be supplied Marine Fuels unless free of all conditions, difficulties, peculiarities, deficiencies or defects that might impose hazards in connection with its mooring, unmooring or bunkering.

(f) Buyer shall comply with all applicable laws and regulations in carrying out its obligations under this Contract, including the ISPS Code and to the extent applicable, MARPOL 73/78 Annex VI. Seller and its duly authorized representatives shall have access to the accounting records and other documents maintained by the other party which relate to the Marine Fuels being delivered under this Contract, and shall have the right to audit such records once a year at any reasonable time or times within twenty-four (24) months of the rendition of any statement or invoice forming the basis of such claim

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#### **10. Indemnity**

Buyer shall indemnify and hold Seller and Seller's Affiliates and supplier harmless from and against any and all claims, demands, suits or liabilities for damage to property or for injury or death of any person, or for non-compliance with any requirement of any governmental entity arising out of an act or omission of Buyer or its agents or servants in receiving, using, storing or transporting Marine Fuels delivered hereunder, including exposure thereto, unless the same be due to the sole negligence of Seller.

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#### **11. Force Majeure**

Either Party will be excused from its obligations hereunder to the extent that its performance is delayed, substantially hindered or prevented by circumstances beyond its control (hereafter "Force Majeure") including, but not limited to, acts of God, weather, harbor conditions, fire, explosions, mechanical breakdown, strikes, plant shutdowns, civil disturbances and government regulations. Such Force Majeure shall not excuse Buyer's obligation to make payment for Marine Fuels received. Seller shall not be liable for any demurrage or other costs resulting from any delay or failure to perform on the part of Seller caused by Force Majeure. The Party declaring Force Majeure shall give prompt written notice and full particulars of such event to the other Party. The declaring Party shall attempt to remedy the Force Majeure with all reasonable dispatch, but if such Force Majeure continues beyond the end of the Pricing Date Range, this Contract may be terminated by written notice from either Party. Seller shall not be obligated to make up any deliveries not fulfilled as a result of Force Majeure.

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**12. Miscellaneous**

(a) If performance by Seller becomes impracticable for any reason, including, but not limited to, orders, requests or suggestions by any official body relating to supplies, priorities, rationing or allocations of crude oil from which Marine Fuels are derived or any other petroleum products, Seller may reduce or stop deliveries in such a manner as it may in its sole discretion determine and shall be relieved of its obligation to perform hereunder despite that such cause(s) is not attributable to Force Majeure.

(b) Except as otherwise expressly provided herein, no director, employee or agent of Buyer, its subcontractors or vendors, shall give or receive from any director, employee or agent of Seller or any affiliate, any commission, fee, rebate, gift or entertainment of significant cost or value in connection with this Contract. In addition, no director, employee, or agent of Buyer, its subcontractors or vendors, shall enter into any business arrangement with any director, employee, or agent of Seller or any affiliate who is not acting as a representative of Seller or its affiliate without prior written notification thereof. In carrying out its responsibilities under this Contract, Buyer will not pay or agree to pay, directly or indirectly, any funds or anything of value to any public official or official of a public or international organization for the purpose of influencing such person's official acts or decisions. Any representative(s) authorized by Seller may audit the applicable records of the last three years of Buyer for the sole purpose of determining whether there has been compliance with this Section 12(b).

(c) Buyer may not assign its rights or obligations hereunder without the prior written consent of Seller, such consent not to be unreasonably withheld or delayed. Seller may freely assign its rights and obligations hereunder to any third party, in which case such assignee shall become the Seller and assume all of Seller's rights and obligations under this Contract with no further obligation or liability on the part of Chevron Marine Products LLC. No assignment shall require either Party to conduct business with a third party in violation of any applicable laws, rules or regulations, and either Party may terminate this Contract forthwith if any such laws rules or regulations would or could be violated as a result of such assignment.

(d) If any provision or portion of this Contract shall be adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, such provision or portion of this Contract shall be deemed omitted and the remaining provisions and portions shall remain in full force and effect.

(e) Modifications or amendments to the Contract shall be valid only when expressly agreed upon in writing. The waiver or failure to require the performance of any covenant or obligation contained herein shall not be deemed to constitute a waiver of a similar later breach.

(f) Notices under this Contract shall be made and deemed duly given only when delivered in writing to the other party to the address set forth in Part 1, or such updated address as may be specified by a party from time to time.

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### **13. Governing Law**

This Contract shall be governed and construed in all particulars by the laws of the State of New York, United States of America, without regard to those laws that would reference the laws of another jurisdiction.

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### **14. Dispute Resolution**

All unresolved disputes and claims arising in connection with the sale of Marine Fuels to which these Terms of Sale apply shall be referred to arbitration conducted in the City of New York in accordance with the Commercial Rules of the American Arbitration Association. For claims stated in an amount of \$10,000 or less, the unsuccessful party shall pay all out-of-pocket arbitration costs. The proceedings and decision of the arbitrator shall be in English, and decision shall be delivered no later than one hundred twenty (120) days after referral to arbitration or as soon thereafter as possible. Prior to arbitration, should the parties fail to agree on an arbitrator within sixty (60) days of referral to arbitration, either party may request selection of an arbitrator by the American Arbitration Association, which selection shall be accepted by the parties.

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### [PRINTABLE VERSION](#)

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Chevron Marine Products LLC  
 5001 Bollinger Canyon Road, Bldg. L, 3rd Floor  
 San Ramon, CA 94583

O.W. Bunker USA Inc.  
 2603 Augusta Drive, Suite 440  
 Houston  
 TX 77057  
 United States

Invoice Number: 14531159  
 Invoice Date: 23-Oct-2014  
 Due Date: 14-Nov-2014  
 PO Number:

Attn: Finance Dept  
 Ph:  
 Fax:  
 Email:

Invoice Type: Final  
 Chevron Contract: QWBUC14TS0003  
 Delivery Term: Delivered  
 Vessel: Global Phoenix

Load Port: Portland OR TRM Pacific TRM Services :  
 Discharge Port: <sup>USA</sup> Portland OR : USA  
 Delivery Date: 16-Oct-2014  
 BOL Date:  
 NOR Date:

Description	QTY(BBL)	QTY(MT)	Price	UOM	Amount(USD)
RMG-380Max 3.5%Sulfur	4,199.400	650.180	619.0000	MT	408,651.42
Oregon Spill Charges					60.00
<b>Total Amount Due</b>					<b>408,711.42</b>

Remarks: Equivalent to #6FO, not suitable for road use. Motor Fuel tax doesn't apply.

Payment Terms: 30 DAYS FROM DATE OF DELIVERY

Remit To: JP Morgan Chase Chicago,  
 Illinois 60605 USA  
 Account: Chevron Marine Products LLC Wire  
 A/C# [REDACTED]  
 ACH A/C# [REDACTED]  
 Swift Code# CHASUS33

For information regarding this invoice please contact:

Maricris Penis  
 Ph:  
 Fax:  
 Email: OCMH@chevron

Products (Including Applicable Costs) Are Delivered On The Full Faith And Credit Of The Vessel, Its Master, Owner, Operator, Charterer And The Addressee. Late Payment Shall Be Subject To A Fee Of 2%, Or A Maximum Permissible Under Applicable Law (Whichever Is Less), Per 30 Day Period.



Chevron Marine Products LLC  
6001 Bollinger Canyon Road, Bldg. L, 3rd Floor  
San Ramon, CA 94503

O.W. Bunker USA Inc.  
2603 Augusta Drive, Suite 440  
Houston  
TX 77057  
United States

Invoice Number: 14531275  
Invoice Date: 24-Oct-2014  
Due Date: 18-Nov-2014  
PO Number: 172-13146

Attn: Finance Dept  
Ph:  
Fax:  
Email:

Invoice Type: Final  
Chevron Contract: OWBUC14TS0004  
Delivery Term: Delivered  
Vessel: Cmb Giulie

Load Port: Portland OR TRM Pacific TRM Services :  
Discharge Port: Portland OR : USA  
Delivery Date: 20-Oct-2014  
BOL Date:  
NOR Date:

Description	QTY(BBL)	QTY(MT)	Price	UOM	Amount(USD)
IF-380Max 1%Sulfur	637.230	100.110	800.0000	MT	80,085.00
RMG-380Max 3.5%Sulfur	2,957.480	464.940	614.0000	MT	285,473.16
Oregon Spill Charges					60.00
<b>Total Amount Due</b>					<b>365,621.16</b>

Remarks: Equivalent to #6FO, not suitable for road use. Motor Fuel tax doesn't apply.

Payment Terms: 30 DAYS FROM DATE OF DELIVERY

Remit To: JP Morgan Chase Chicago,  
Illinois 60606 USA  
Account: Chevron Marine Products LLC Wire  
A/C# [REDACTED]  
ACH A/C# [REDACTED]  
Swift Code# CHASUS33

For information regarding this invoice please contact:

Maricris Penic  
Ph:  
Fax:  
Email:OCMH@chevron

Products (including Applicable Costs) Are Delivered On The Full Faith And Credit Of The Vessel, Its Master, Owner, Operator, Charterer And The Addressee. Late Payment Shall Be Subject To A Fee Of 2%, Or A Maximum Permissible Under Applicable Law (Whichever Is Less), Per 30 Day Period.





Chevron Marine Products LLC  
6001 Bollinger Canyon Road, Bldg. L, 3rd Floor  
San Ramon, CA 94583

O.W. Bunker USA Inc.  
2603 Augusta Drive, Suite 440  
Houston  
TX 77057  
United States

Invoice Number: 14532585  
Invoice Date: 31-Oct-2014  
Due Date: 28-Nov-2014  
PO Number:

Attn: Finance Dept  
Ph:  
Fax:  
Email:

Invoice Type:	Final	Load Port:	Portland OR TRM Pacific TRM Services
Chevron Contract:	OWBUC14T60005	Discharge Port:	USA Portland OR : USA
Delivery Term:	Delivered	Delivery Date:	31-Oct-2014
Vessel:	Aslon Trader II	BOL Date:	
		NOR Date:	

Description	QTY(BBL)	QTY(MT)	Price	UOM	Amount(USD)
RMG-380Max 3.5%Sulfur	3,602.650	550.650	593.0000	MT	326,535.45
Oregon Spill Charges					60.00
<b>Total Amount Due</b>					<b>326,595.45</b>

Remarks: Equivalent to #6FO, not suitable for road use. Motor Fuel tax doesn't apply.

Payment Terms: 30 DAYS FROM DATE OF DELIVERY

Remit To: JP Morgan Chase Chicago,  
Illinois 60606 USA  
Account: Chevron Marine Products LLC Wire  
A/C# [REDACTED]  
ACH A/C# [REDACTED]  
Swift Code# CHASUS33

For information regarding this invoice please contact:

Alleen Dangué  
Ph:  
Fax:  
Email: BYCB@chevron.com

Products (Including Applicable Costs) Are Delivered On The Full Faith And Credit Of The Vessel, Its Master, Owner, Operator, Charterer And The Addressee. Late Payment Shall Be Subject To A Fee Of 2%, Or A Maximum Permissible Under Applicable Law (Whichever Is Less), Per 30 Day Period.